

LILLIAN ROBINSON, Assignee

Docket Folio
Case No. 12,257 Equity
Filed

vs.

REUBEN CLOPTON and

Circuit Court No. 121

MARY ETHEL CLOPTON, his wife

FOR
~~1011~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 10th day of June A.D. 1954 the defendant executed and delivered to GLOBE HOME IMPROVEMENT CO., INC. a mortgage upon certain real property in the ~~City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of \$ 1,630.50 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

And your petitioner pray sthat a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Warren J. Weinberger
Warren J. Weinberger
705 Kickerbocker Building (2)
Sa. 7-5902
Attorney for Plaintiff

COUNTY

THIS MORTGAGE, Made t^h 10th day of June LIBER 108 PAGE 25, by and between Reuben Clopton and wife Ethel of Anne Arundel County, State of Maryland, part of the first part, and Mortgagee, and Globe Home Improvement Co., Inc. part of the second part, and Mortgagee.

LIBER 841 PAGE 309

WITNESSETH, that whereas the said Mortgagee is/are indebted unto the said Mortgagee in the sum of One thousand six hundred thirty and 50/100 (\$ 1630.50) and have agreed to repay same in 60 consecutive monthly installments of twenty-seven dollars and 17/100 (\$27.17), payable on the 1st day of each month beginning August, 1954 and a final payment of (\$.....).

WHEREAS, the said Mortgagee... desiring and intending to secure the prompt payment of said sum of money and each and all installments thereof, execute this Mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Mortgagee... do... grant and assign unto the said Mortgagee..., its/their executors, administrators, successors and assigns, the following property, the improvements thereon being known as No. Jumpers Hole Road Anne Arundel County

County, Maryland, and being more particularly described in a Deed from to said Mortgagee..., dated... and recorded among the Land Records of... County, in Liber... No..., folio... subject to an annual ground rent of (\$.....), in fee simple.

AND it is agreed that, until default be made in the premises, said Mortgagee..., its/their executors, administrators, heirs or assigns, shall possess the aforesaid property upon paying all taxes, water rent, interest, principal and insurance premiums on this or prior Mortgages, if any there be, as the same become due and payable, and the ground rent, if any, and all other charges of every kind, levied or assessed, or to be levied or assessed, on said Mortgaged property, which taxes assessments, public dues, charges, Mortgage debt or interest, the said Mortgagee... do... hereby covenant to pay when legally demandable. Upon default, the entire Mortgage debt shall be deemed due and demandable and it shall be lawful for the said Mortgagee..., its/their personal representatives and assigns or their Attorney, or agent, at any time after such default to sell the property hereby Mortgaged to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof, which sale shall be made in the manner following, viz:

Upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in... County; the proceeds of said sale to be applied first to the payment of all expenses incident to such sale, including an Attorney's fee of Fifty Dollars (\$50.00) and a commission to the party making the sale, and secondly, to the payment of all claims of the said Mortgagee..., its/their personal representatives or assigns, or to whomever may be entitled to the same.

And the said Mortgagee... do... covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to the said Mortgagee..., its/their personal representatives, successors or assigns, the improvements on the hereby mortgaged property to the extent of said Mortgage lien or claim hereunder.

WITNESS the hand... and seal... of said Mortgagee....

Test: Mary Ethel Clopton (Seal) Philip Baron (Seal) Reuben Clopton (Seal) (HIS MARK)

STATE OF MARYLAND, City of Baltimore } to wit:

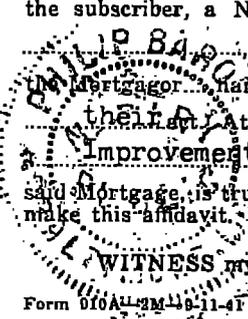
I Hereby Certify that on this 10th day of June 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Reuben Clopton and wife Mary Ethel Clopton the Mortgagee named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be the fact. At the same time also appeared Myer Gaybis, President of - Globe Home Improvement Co., Inc. and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of said Mortgagee... to make this affidavit.

WITNESS my hand and Notarial Seal. Philip Baron Notary Public

Form 110-11-47 Recorded: June 23, 1954 at 9 A.M. Filed 7 Dec. 1954

12, 267 110 1954

FILED 1957 AUG 10 AM 11:03



Correct
Reviewed for Record *23* Day
of *June* 1954 *9* A.M.
and the same day recorded in Liber
J. H. B. No. *841* Fol. *310*, Land
Records of Anne Arundel County,
JOHN H. HOPKINS, *3rd* Clerk

PA

Mortgage

FROM

Reuben Clopton et al

TO

Globe Home Improvement Co., Inc.

Short Assignment to

~~William Robinson~~
Lillian Robinson

JOHN H. HOPKINS, *3rd*
Clerk

RECEIVED FOR RECORD on the *23* day
of *June*, A. D. 19*54*,
at *9* o'clock *A*. M., and recorded in
Liber No. *841* at folio *309* one of
the Land Records for *A.A. Co.*

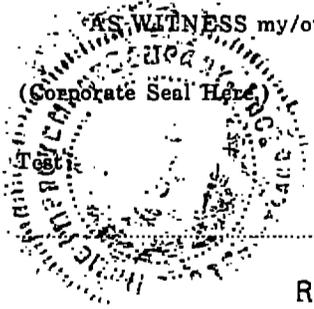
Clerk

PA
June 21 1954
of 100

Baltimore, Md., June 21, 1954

FOR VALUE RECEIVED, I/we hereby assign all our right, title, interest and estate in and to the within Mortgage to
Lillian Robinson

AS WITNESS my/our hand... and seal... the day and year first above written.



GLOBE HOME IMPROVEMENT CO., INC. (Seal)

By *Myer Gaybis* (Seal),
Myer Gaybis President

Audrey Mc Connell
Audrey Mc Connell

Recorded: June 23, 1954 at 9 A.M.

F.

DOCKET FOLIO

CASE No. 12,267 Equity

FILED

IN THE

Circuit Court No. 21

FOR

ANNE ARUNDEL COUNTY BALTIMORE CITY

TERM, 19

FOR ANNE ARUNDEL COUNTY

Decree in Circuit Court No. 21 of Baltimore City

LILLIAN ROBINSON, Assignee

vs.

REUBEN CLOPTON and

MARY ETHEL CLOPTON, his wife

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 12th day of August in the year nineteen hundred and fifty-seven by the Circuit Court No. 21 of Baltimore City, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; WARREN J. WEINBERGER that he and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of \$3,200.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises;

he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, ANNE ARUNDEL COUNTY as he shall think proper, of the time, place, manner and terms of sale, which shall be a deposit of \$500.00 will be required of the purchaser at the time and place of sale; balance in cash upon ratification of sale By Circuit Court. All adjustments made to date of sale, to bear interest from the day of sale, and to be secured by the note or notes of the purchaser

or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1957 AUG 12 PM 3:34

Benjamin Michaelson Judge

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No 12, 267
Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Warren J. Weinberger, 705 Knickerbocker Building, Balto. 2, Md.
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand and Two Hundred and 00/100 (\$3,200.00) 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 12th day of August
in the year of our Lord one thousand nine hundred and fifty-seven

WHEREAS, the above bounden Warren J. Weinberger
by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County
has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Lillian Robinson Assignee

vs:

Reuben Clopton and Mary Ethel Clopton,
his wife - Case No. 12267
now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Warren J. Weinberger

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

Signed, sealed and delivered in the presence of:

Rose Marie Richards Warren J. Weinberger (SEAL)
Warren J. Weinberger (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By A. A. McLaughlin
A. A. McLaughlin As to Surety

By Roy E. Julie, Jr.
Roy E. Julie, Jr. Attorney-in-Fact
Bond approved this 22nd day
of August 1957



FILED

MD3116a-250, 2-55 1399
Trustee's Bond 1957 AUG 22 AM 9:51

George T. Cromwell
Clerk

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

LIBER 108 PAGE 6
IN THE

LILLIAN ROBINSON, Assignee

CIRCUIT COURT No. 2

FOR
~~OR~~

vs.
REUBEN CLOPTON and

BALTIMORE CITY
ANNE ARUNDEL COUNTY

MARY ETHEL CLOPTON, his wife

Docket Folio

Case No. 12,267 Equity

Filed

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, To WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
and for said City, personally appeared JEROME ROBINSON, Son of the Plaintiff

and made oath in due form of law that he ~~does~~ knows the defendants herein, and that to
the best of his ~~own~~ information, knowledge and belief

are

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

are

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

have

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

are

(4) said defendants ~~is~~ not a member of the Enlisted Reserve Corps who has been or-
dered to report for military service.

Jerome Robinson
Affiant.

Jerome Robinson

Subscribed and sworn to before me
this 5th day of October 1957

Rose Marie Richards
Notary Public

ROSE MARIE RICHARDS
705 Knickerbocker Bldg.
My Commission Expires May 4, 1959



FILED

1957 OCT -9 AM 10:42

STATEMENT OF MORTGAGE CLAIM

LILLIAN ROBINSON, Assignee

LIBER 108 PAGE 7
DOCKET FOLIO
CASE NO. 12,267 Equity
FILED

vs.

IN THE

REUBEN CLOPTON and

CIRCUIT COURT No. 121

FOR

MARY ETHEL CLOPTON, his wife

OR

BALTIMORE CITY
ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage	\$1,630.50
Discount Credited	<u>866.90</u>
Balance Due	\$ 763.60

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 7th day of October in the year nineteen hundred and fifty-seven, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared

JEROME ROBINSON, Son of

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



As witness my hand and Notarial Seal,

FILED
Rose Marie Richards
Notary Public.

ROSE MARIE RICHARDS
705 Knickerbocker Bldg.

My Commission Expires May 4, 1959

Alex Cooper

LIBER 108 PAGE 8

AUCTIONEER—REALTOR—APPRAISER

OFFICE: PLAZA 2-4868
RES. ROGERS 4-0091

212 N. CALVERT STREET
BALTIMORE 2, MARYLAND

September 25, 1957

Vol. 12, 267 Equity

Lillian Robinson, Assignee
c/o Warren J. Weinberger, Esquire
220 E. Lexington Street
Baltimore 2, Maryland

REPORT OF SALE

PROPERTY: Cottage and Five Acres on Jumper's Hole Rd.

SOLD TO: Rockwell Jones

ADDRESS: Box 203, Severna Park

AMOUNT OF SALE: \$5000.00 (In Fee Simple)

DEPOSIT: \$750.00

Very truly yours,

ALEX COOPER, Auctioneer

Alex Cooper

By: A. Smith

FILED

1957 OCT -9 AM 10:42

f

REPORT OF SALE

LIBER 108 PAGE 9

LILLIAN ROBINSON, Assignee

DOCKET FOLIO
CASE NO. ~~11,143~~ Equity
FILED 12,267

vs.

REUBEN CLOPTON and

MARY ETHEL CLOPTON, his wife

IN THE
CIRCUIT COURT No. 1112
FOR
OF
ANNE ARUNDEL COUNTY
BALTIMORE, MARYLAND

To The Honorable Judge of the
Circuit Court of Baltimore City:

The Report of Sale of WARREN J. WEINBERGER

Trustee appointed by the decree in the above entitled cause, to make sale of fee simple property known as Box 203, Severna Park

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 Capital Gazette

a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday the 16th day of September 19 57 at 2:00 o'clock P. M. attend on the premises and then and there sold the property described in the attached advertisement of sale, which is prayed to be taken as a part of this report, at and for the sum of Five Thousand Dollars (\$5,000.00) cash, see statement of Alex Cooper, Auctioneer herewith attached, which sum was the highest amount bid for said property. Said property there and then being sold to Rockwell Jones.

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 30th day of September 19 57 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WARREN J. WEINBERGER

Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.



As witness my hand and Notarial Seal,

FILED 1957 OCT -9 AM 10:42

ROSE MARIE RICHARDS
705 Knickerbocker Bldg.

Notary Public.

My Commission Expires May 4, 1959

ORDER NISI

LIBER 108 PAGE 10

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,267

Equity

LILLIAN ROBINSON, Assignee

versus

REUBEN CLOPTON and MARY ETHEL CLOPTON, his wife

Ordered, this 9th day of October, 19 57, That the sale of the Property in these proceedings mentioned made and reported by Warren J. Weinberger Trustee,

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

The report states that the amount of sales was \$ 5,000.00

George T. Cromwell Clerk

True Copy,

TEST: Clerk

(Final Order)

LILLIAN ROBINSON, Assignee

VERSUS

REUBEN CLOPTON and MARY ETHEL CLOPTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of November, 1957, that the sale made and reported by the Trustee aforesaid, be and the same is hereby FINALLY Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

357 NOV 19 PM 12:21

Benjamin Michaelson JUDGE

10

LILLIAN ROBINSON, ASSIGNEE

LIBER 108 PAGE 11

IN THE CIRCUIT COURT

VS

FOR

MARY E. CLOPTON and

ANNE ARUNDEL COUNTY
(In Equity)

RUBIN CLOPTON

12 265 Equity
AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 16th
day of Sept., 1953, sold the property
described in the attached advertisement of
sale at and for the sum of \$ 5,000.00 to
Rockwell Jones, he being at that
figure the highest bidder therefor, and I
further certify that the said sale was
fairly made.

Alex Cooper

Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 11th
day of October, 1953, purchased the
property described in the attached
advertisement of sale from Lillian Robinson,
Assignee, at and for the sum of \$5000.00
and I hereby agree to comply with the terms
of sale as set forth in the attached
advertisement of sale.

Test:

Carrie Clapton

Rockwell Jones

Rockwell Jones Purchaser

FILED

1957 OCT 17 AM 10:28

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

Bond No. 72 25 328

LIBER 108 PAGE 12

KNOW ALL MEN BY THESE PRESENTS:

That we, Warren J. Weinberger, 705 Knickerbocker Building, Baltimore 2, Md.
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE THOUSAND EIGHT HUNDRED AND 00/100 - - (\$1,800.00) 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 3rd day of October in the year of our Lord one thousand nine hundred and fifty-seven.

WHEREAS, the above bounden Warren J. Weinberger by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Lillian Robinson, Assignee

vs:

Reuben Clopton and Mary Ethel Clopton, his Wife

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Warren J. Weinberger

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

Signed, sealed and delivered in the presence of:

Warren J. Weinberger (SEAL)
..... (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By G. Gillis
G. Gillis As to Surety

By Joseph C. McHugh
Joseph C. McHugh, Attorney-in-Fact

FILED

Bond Approved this 19th day of November, 1957.
George T. Cromwell, Clerk

Maryland Gazette

LIBER 108 PAGE 13

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. 12,267 Equity

LILLIAN ROBINSON, Assignee versus REUBEN CLOPTON and MARY ETHEL CLOPTON, his wife

Ordered, this 9th day of October, 1957, That the sale of the Property in these proceedings mentioned made and reported by Warren J. Weinberger, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was \$5,000.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk N-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12, 267.

Reuben Clopton

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 18th

day of November, 1957. The first

insertion being made the 12th

day of October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

FILED

No. M. 9974-4/16-11:01

13

LIBER 108 PAGE 14

Alex Cooper AUCTIONEER—REALTOR—APPRAISER

OFFICE: PLAZA 2-4868
RES.: ROGERS 4-0091

212 N. CALVERT STREET
BALTIMORE 2, MARYLAND

Assignee's Sale

**OF VALUABLE FEE
SIMPLE COTTAGE AND
FIVE ACRES**

On Jumper's Hole Road, Whitney
Landing, Severna Park, Anne Arundel
County, Maryland.

Under and by virtue of the power
and authority contained in a mortgage
from Mary E. Clopton and Rubin Clop-
ton, assigned to Lillian Robinson, dated
June 10, 1964, and recorded in the Land
Records of Anne Arundel County in
Liber JHF No. 841, folio 800, default
having occurred thereunder, the under-
signed, Assignee, will sell at Public
Auction

**On Monday, The 22nd
Day Of July, 1957
At 2 O'Clock P.M.**

All that piece or parcel of ground,
being a part of the land called "Rob-
lison's Morning Walk," situate, lying,
and being in the 3rd Election District
of Anne Arundel County and described
as follows:

Beginning for the same in the
Jumper Hole Road at the end of the
3rd line of Andrew Wade's part of
said land and running along the re-
verse of said line South 64 degrees,
East 80 perches to the beginning of
said line, thence leaving said land
and running north 25 degrees, East
28 2/3 perches to a stone now planted,
thence North 64 degrees, West 30
perches, to the aforesaid mention'd
road, where there is a stone planted on
the East edge of said road, thence
bounding on said road South 25 de-
grees, West 28 2/3 perches to the place
of beginning. Containing 5 acres of
land, more or less.

Improved by a 1 1/2-Story Frame
Dwelling, in Fee Simple. Being sold
subject to a prior mortgage, amount
of which will be announced at time
of sale.

TERMS OF SALE: A cash deposit
of \$750 (Seven Hundred and Fifty
Dollars) will be required of purchaser
at time and place of sale; balance
of money upon final ratification of
sale by The Circuit Court of Anne
Arundel County, to bear interest from
day of sale to day of settlement at 8%
per annum. Taxes and all other ex-
penses to be adjusted to date of sale

LILLIAN ROBINSON,

Assignee,
ALEX COOPER,
Auctioneer.

PL: 2-4868 212 N. Calvert Street.
JY-18

13A

July 1, 1957

*File this
7-26-57*

No. 12,267 Equity

Warren J. Weinberger, Esq.
220 E. Lexington Street
Baltimore 2, Maryland

Dear Mr. Weinberger:

Attached you will find a copy of the adver-
tisement of sale which is to be conducted for you
at public auction.

If there are any changes or corrections to
be made in this ad, please contact my office at once
so that we have time to call the newspapers.

Thanking you for this opportunity to be of
service to you, I am

Very truly yours,

Alex Cooper, A/S
ALEX COOPER, Auctioneer

8-54
7-55
7-56
7-57

*27.50
x 33

516.50
x 250

99000*

Filed 25 Dec., 1957, at 10:53 a.m.

In the Case of

Lillian Robinson,
Assignee
vs.
Reuben Clopton
and
Mary Ethel Clopton, his wife

In the
Circuit Court

For

Anne Arundel County
No. 12,267 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.

[Large area of horizontal dotted lines for account details]

December 23, 1957

All of which is respectfully submitted.

Laura K. [Signature]
Auditor

FILED

1957 DEC 28 AM 10:55

Dr.

Lillian Robinson, Assignee, vs. Reuben Clopton and
Mary Ethel Clopton, his wife

in ac.

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	181	64	231	64
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	25		
Auditor - stating this account	18	00	60	25
To Trustee for Expenses, viz:				
Capital-Gazette Press - first advertise- ment of sale	31	89		
Capital-Gazette Press - second advertise- ment of sale	38	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	24	50		
Fidelity & Deposit Co. of Md. - bond premiums	17	20		
Alex Cooper - withdrawal fee (first advertisement)	25	00		
Alex Cooper - auctioneer's fee (sale)	185	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Rose Marie Richards - notary fee	1	00	342	85
To Trustee for Liens, viz:				
Brinkwood Corporation, Assignee of first mortgage - in full for amount due	704	44	704	44
To Lillian Robinson, Assignee of mort- gage filed in these proceedings - in full for mortgage claim filed	763	60	763	60
To Reuben Clopton and Mary Ethel Clopton, his wife, mortgagors - this balance in hands of Trustee	2,958	61	2,958	61
			5,061	39

ORDER NISI

Lillian Robinson,
Assignee
VERSUS
Reuben Clopton
and
Mary Ethel Clopton, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,267 Equity.

1957 DEC 28 AM 10:55

ORDERED, This 28 day of December, 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 10 day of ~~January~~ FEBRUARY next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10 day of ~~January~~ FEBRUARY next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11 day of February, 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 Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 FEB 13 AM 10:49

*Matthew J. Evans
Judge*

17

Maryland Gazette

LIBER 108 PAGE 19

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. 12,267 Equity

LILLIAN ROBINSON, Assignee versus REUBEN CLOPTON and MARY ETHEL CLOPTON, his wife

Ordered, this 28th day of December, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of February next.

GEORGE T. CROMWELL, Clerk True Copy: TEST: GEORGE T. CROMWELL, Clerk J-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1958

We hereby certify, that the annexed

Order Nisi, Eq. 12,267

Auditor Account

Mary Ethel Clopton

was published in

Maryland Gazette

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

successive weeks before the 10th

day of February, 1958. The first

insertion being made the 9th day of

January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. ----- 1958 FEB -3 PM 2:39

By H. Tilghman

18

WILLIAM C. ROGERS, Attorney

*

IN THE

Named in Mortgage

*

CIRCUIT COURT

vs.

*

FOR

CHARLES WILLIAM ALLEN and

*

ANNE ARUNDEL COUNTY

GRACE E. ALLEN, his wife

*

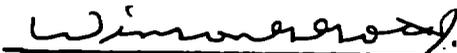
No. 11,839 Equity

* * * * *

MR. CLERK:

Please docket Suit in the above entitled case and
file Petitioner's Exhibit "A".


WILLIAM C. ROGERS, Attorney Named in
Mortgage


Winson G. Gott, Jr., Lee Bldg., Annapolis
Attorney for Plaintiff

FILED

1956 AUG 10 AM 10:30



This Mortgage, Made this 14th day of March, in the year one thousand, nine hundred and fifty-six - - - - -, between CHARLES WILLIAM ALLEN and GRACE E. ALLEN, his wife, - - - - - of Anne Arundel County - - - - -, in the State of Maryland, MortgagorS, and the VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

LIBER 1009 PAGE 21

WHEREAS, said MortgagorS, being memberS of said body corporate, have received therefrom an advance of TEN THOUSAND AND SEVEN HUNDRED - - - - - (\$10,700.00) Dollars, being part of the purchase money for the property hereinafter described,

AND WHEREAS, said MortgagorS have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment on or before the first day of each month from date hereof;

(A) of the sum of NINETY DOLLARS AND FIFTY CENTS (\$90.50) - - - - - being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

(B) of the sum of THIRTY-EIGHT DOLLARS AND FIFTY CENTS (\$38.50) - - - - - being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor S, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagor S do -- grant, convey and assign unto the said Mortgagee, its successors and assigns, all those - - lot S of ground situate and lying in Anne Arundel County - - in said State, and described as follows:

BEING known and designated as Lots No. 73-A, 73-B, as shown on the Revised Plat of Section A of Mt. Pleasant Beach, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod P, Plat No. 10, (now in Plat Book No. 5, folio 31). Situate on Wharf Drive.

BEING the same lots of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by ATLANTIC MILL AND LUMBER CO., INC., to CHARLES WILLIAM ALLEN and GRACE E. ALLEN, his wife, the within Mortgagors.

FILED

1956 AUG 10 AM 10:30

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

And the said Mortgagor S for themselves their--heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor S, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor S, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor S, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

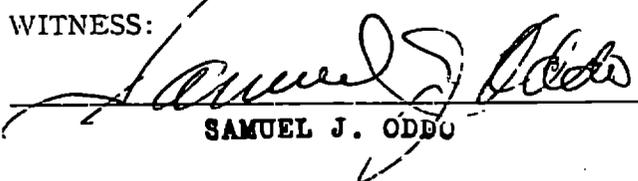
AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor S, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor S do hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers**, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of THREE HUNDRED (\$300.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor S, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

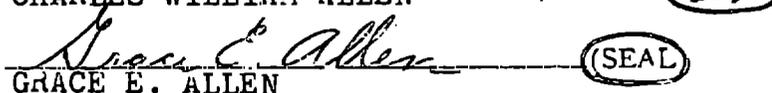
The said Mortgagor S covenant that they--- will warrant specially the property hereby conveyed, and that they--- will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:


SAMUEL J. ODDO


CHARLES WILLIAM ALLEN (SEAL) 2592


GRACE E. ALLEN (SEAL)

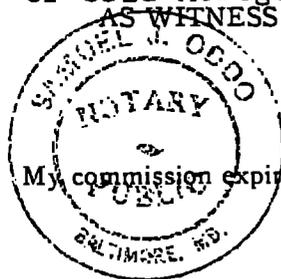
STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 14th day of March, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared CHARLES WILLIAM ALLEN and GRACE E. ALLEN, his wife,

LIBER 108 PAGE 24

----- the Mortgagor S, named in the foregoing mortgage, satisfactorily proven to be the persons whose name S are subscribed to the within instrument and they acknowledged the foregoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared STANLFY L. HOLMES Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is Agent of said Mortgagee, duly authorized to make this Affidavit. AS WITNESS my hand and Notarial Seal

Samuel J. Oddo
SAMUEL J. ODDO Notary Public.



Rec'd for record March 17, 1956, at 10:10 AM.
Mailed to The Security Title Guarantee Corp. of Balt.

506

MORTGAGE

FROM
CHARLES WILLIAM ALLEN and
GRACE E. ALLEN, his wife

TO
VERMONT FEDERAL SAVINGS AND
LOAN ASSOCIATION
WHARF DRIVE

BLOCK NO. _____
Received for Record 19 MARCH 1956
at 10 o'clock AM. Same day recorded in
Liber CL No. 1048 Folio 179 etc.,
one of the 6 PAGE Records of
and examined per Page

GEORGE T. CROMWELL, Clerk
Cost of Record, \$ 1.00

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

The Daily Record Company, Baltimore, Md.

FILE NO. 31332
WITNESSED BY [Signature]
FORM APPROVED [Signature]
READY FOR RECORD [Signature]

WINSON G. GOTT, JR., Atty.
Lee Building,
Annapolis Maryland

**Attorney's Sale
OF VALUABLE
IMPROVED FEE
SIMPLE PROPERTY
AT MT. PLEASANT BEACH,
THIRD ELECTION DISTRICT**

UNDER AND BY VIRTUE of a power of sale contained in a mortgage from Charles William Allen and Grace E. Allen, his wife, to Vermont Federal Savings and Loan Association, dated March 14th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1000, folio 479, default having occurred thereunder, the undersigned, as Attorney named in Mortgage, will offer for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

**Saturday, June 8th, 1957
at 10:30 A. M.**

ALL THOSE LOTS of ground, with improvements thereon, in the 3rd Election District, described as follows: Being known and designated as Lots No. 73-A, 73-B, as shown on the Revised Plat of Section A of Mt. Pleasant Beach, which plat is recorded among

the Land Records of Anne Arundel County in Plat Cabinet 1, Rod, Plat No. 10 (now in Plat Book No. 6, folio 31). Situate on Wharf Drive. Being the same lots which by deed dated March 14, 1956, and recorded in Liber G. T. C. No. 1000, folio 477, were conveyed by Atlantic Mill and Lumber Company to the forenamed mortgagors, subject to the legal operation and effects, if any, of the covenants and restriction of record and to pole line agreements of record.

IMPROVEMENTS: This property is improved by a two-story frame dwelling, with stone front; oil heat.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale or 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.

Jn-6

OFFICE OF

Maryland Gazette LIBER 108 PAGE 25

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1957

We hereby certify, that the annexed

Attorney's Sale
No. 11,839

Charles William Allen

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 June, 1957. The first

insertion being made the 16th day of

May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 JUN 10 PM 4:48

Raymond P. Tilghman

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
CHARLES WILLIAM ALLEN and	*	ANNE ARUNDEL COUNTY
GRACE E. ALLEN, his wife	*	<i>No. 11,839 Equity</i>
* * *	*	* * *

STATE OF MARYLAND)
) TO WIT:
 CITY OF BALTIMORE)

On this *16th* 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 Charles William Allen and Grace E. Allen, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Charles William Allen and Grace E. Allen, his wife, are not now 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.

Thomas E. Kelly, Jr.
 Notary Public
 THOMAS E. KELLY, JR.



FILED
1957 Jul 26 AM 11:27

WILLIAM C. ROGERS, Attorney * IN THE
 Named in Mortgage * CIRCUIT COURT
 VS * FOR No. 11,839
 CHARLES WILLIAM ALLEN and * ANNE ARUNDEL COUNTY *Equity*
 GRACE E. ALLEN, his wife *

* * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from Charles William Allen and Grace E. Allen, his wife to Vermont Federal Savings and Loan Association, dated March 14, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1009, folio 479.

July 22, 1957

Charles William Allen and wife
 Lots Nos. 73A, 73B situate on Wharf Dr.
 Anne Arundel County, Maryland

Original Amount of Loan	\$10,700.00
Interest on Loan from 3/19/56 to 7/27/57	854.19
Fire Insurance	49.85
Sanitation	17.50
Mortgage Life Insurance	251.45
Taxes	129.73
Late charges	22.00
	<hr/>
Less payments	\$12,024.72
BALANCE DUE BY MORTGAGORS	1,798.20
	<hr/>
	\$10,226.52

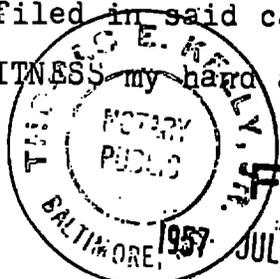
William C. Rogers
 WILLIAM C. ROGERS, Attorney
 Named in Mortgage

William M. Dee
 WILLIAM M. DEE, Secretary of
 VERMONT FEDERAL SAVINGS AND LOAN
 ASSOCIATION

STATE OF MARYLAND)
) To Wit:
 CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 24th 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 that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



FILED
 JUL 26 AM 11:27

Thomas E. Kelly, Jr.
 Notary Public
 THOMAS E. KELLY, JR.

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

No. 11,839

Equity

LIBER 108 PAGE 28

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 FIVE HUNDRED (\$10,500.00)-----Dollars,
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.

Sealed with our seals, and dated this.....8th.....
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 Charles William Allen and Grace E. Allen,
his wife, to Vermont Federal Savings and Loan Association, a body corporate
bearing date the.....14th.....day of.....March.....nineteen hundred and fifty-six.....
and recorded among the.....Land.....Records of Anne Arundel County, in Liber GTC.....
No. 1009....., Folio 479....., and.....

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

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

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

Signed, Sealed and Delivered
in the presence of

Herbert C. Moore
Attest: Herbert C. Moore
G. Lee Burgess
G. Lee Burgess, Assistant Secretary

William C. Rogers (Seal)
..... (Seal)

..... (Seal)
UNITED STATES CASUALTY COMPANY,

By.....*J.F. Brennan*.....
J.F. Brennan, Vice President.

Bond approved this 26 day of
July 1957
George T. Cromwell, Clerk

1957 JUL 26 AM 11:28

ROBERT H. CAMPBELL

16. 11,839 Equity
Auctioneer

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Maryland

LIBER 108 PAGE 29

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Property

AT MT. PLEASANT BEACH, THIRD ELECTION DISTRICT

UNDER AND BY VIRTUE of a power of sale contained in a mortgage from Charles William Allen and Grace E. Allen, his wife, to Vermont Federal Savings and Loan Association, dated March 14th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1009, folio 479, default having occurred thereunder, the undersigned, as Attorney named in Mortgage, will offer for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

SATURDAY, JULY 27th, 1957

AT 11:00 A.M.

ALL THOSE LOTS of ground, with improvements thereon, in the 3rd Election District, described as follows: Being known and designated as Lots No. 73-A, 73-B, as shown on the Revised Plat of Section A of Mt. Pleasant Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod, P Plat No. 10 (now in Plat Book No. 5, folio 31). Situate on Wharf Drive. Being the same lots which by deed dated March 14, 1956, and recorded in Liber G.T.C. No. 1009, folio 477, were conveyed by Atlantic Mill and Lumber Company to the aforesaid mortgagors, subject to the legal operation and effects, if any, of the covenants and restriction of record and to pole line agreements of record.

IMPROVEMENTS: This property is improved by a two-story frame dwelling, with stone front; oil heat.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney Named in Mortgage,
Rogers Building,
113 E. Baltimore Street,
Baltimore, Maryland.

10. 11839 Equity

I hereby certify that I have this 27th day of July, 1957, sold the within described property unto Charles Atas and Gilda Atas, his wife - - - - - at and for the sum of Ten Thousand, Seven Hundred and Five Dollars (\$10,705.00) / ^{they} being at that figure the highest bidder therefor, and I further certify that said sale was fairly made.

Robert H. Campbell
Robert H. Campbell, Auctioneer

I hereby certify that we, Charles Atas and Gilda Atas, have on this 27th day of July, 1957, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Ten Thousand, Seven Hundred and Five Dollars (\$10,705.00) and hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Charles Atas
Charles Atas
Gilda Atas, per C.J. A.
- Gilda Atas -

FILED

1957 - AUG - 6 - AM 10:26

11

WINSON G. GOTT, JR., Atty.
Lee Building
Annapolis, Maryland

Attorney's Sale OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

AT MT. PLEASANT BEACH, THIRD
ELECTION DISTRICT.

Under and by virtue of a power of sale contained in a mortgage from Charles William Allen and Grace E. Allen, his wife, to Vermont Federal Savings and Loan Association, dated March 14th, 1936, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1009, folio 479, default having occurred thereunder, the undersigned, as Attorney named in Mortgage, will offer for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, July 27th, 1957

At 11:00 A.M.

All those lots of ground, with improvements thereon, in the Third Election District, described as follows: Being known and designated as Lots No. 73-A, 73-B, as shown on the Revised Plat of Section A of Mt. Pleasant Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod, P Plat No. 10 (now in Plat Book No. 5, folio 31). Situate on Wharf Drive. Being the same lots which by deed dated March 14, 1936, and recorded in Liber G. T. C. No. 1009, folio 477, were conveyed by Atlantic Mill and Lumber Company to the aforesaid mortgagors, subject to the legal operation and effects, if any, of the covenants and restriction of record and to pole line agreements of record.

IMPROVEMENTS: This property is improved by a two-story frame dwelling, with stone front; oil heat.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County. 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, and all other public charges, to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney Named in Mortgage.
Rogers Building,
118 E. Baltimore Street,
Baltimore, Maryland.

JY-26

ORDER NISI

LIBER 108 PAGE 33

WILLIAM C. ROGERS, Attorney

IN THE

Named in Mortgage

CIRCUIT COURT

versus

FOR

CHARLES WILLIAM ALLEN and
GRACE E. ALLEN, his wife

ANNE ARUNDEL COUNTY

No. 11,839 Equity

Ordered, this 6 day of August, 1957, That the sale of the
Property in these proceedings mentioned,
made and reported by William C. Rogers, Attorney named in Mortgage,
~~XXXXXX~~

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 sale ^{was} ~~XXXXXX~~ \$ 10,705.00

FILED 1957 Aug -6 AM 10:26

George T Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney
Named in Mortgage

IN THE

CIRCUIT COURT

versus

FOR

CHARLES WILLIAM ALLEN and
GRACE E. ALLEN, his wife

ANNE ARUNDEL COUNTY

Term, 19

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

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS.	*	FOR
CHARLES WILLIAM ALLEN and	*	ANNE ARUNDEL COUNTY
GRACE E. ALLEN, his wife	*	No. 11,839 Equity

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of William C. Rogers, Attorney named in Mortgage in the above entitled foreclosure proceedings, respectfully shows:

I

That pursuant to authorization in a mortgage from Charles William Allen and Grace E. Allen, his wife, to Vermont Federal Savings and Loan Association dated March 14, 1956, filed in these proceedings, said mortgage being in default, and after advertising the improved property at Mt. Pleasant Beach, Third Election District, known as Lots No. 73-A, 73-B as shown on the Revised Plat of Section A, of Mt. Pleasant Beach, for more than three successive weeks preceding the day of sale, and posting his bond and filing his statement, he sold said property in these foreclosure proceedings at public auction at the Court House Door, Annapolis, Maryland, on Saturday, July 27, 1957 at 11:00 A.M., for the price of \$10,705.00, to Charles Atas and Gilda Atas, his wife, who he has been informed were acting as Agents or Trustees for Martin Anderson, whose check in the amount of \$500.00 was received as a deposit for said purchase; that said sale has been reported to Charles Atas and Gilda Atas and the Order Nisi is presently running; that said check of Martin Anderson has been returned by the County Trust Company of Maryland, Glen Burnie - "Account Closed"; that the said Martin Anderson has not made said check good.

II

That your petitioner is further advised that the said

FILED
1957 AUG 24 AM 11:07

110. 11839 Cashier

L-200-C.P.

THE CARROLLTON BANK OF BALTIMORE
BALTIMORE 3, MD.

We are charging your account with the unpaid item described below. Date.....19.....
Returned to you { () by messenger () Held subject to your order. () Entered for collection.
() by mail herewith

ITEM DRAWN ON	REASON	AMOUNT
65-262 M. Anderson	Acct. Closed	500.00

MAIL 75m G Rogers - 1 Subd to Moore
Special Acct
Assistant Cashier



COUNTY TRUST COMPANY
OF MARYLAND
789 GLEN BURNIE, MD.

Attached item is returned for reasons indicated below.

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>NOT SUFFICIENT FUNDS</p> <ul style="list-style-type: none"> Account closed Unauthorized Body and figures do not agree Can not decipher signature Blot Exceeds capacity of draw Endorsement by payee is bad Endorsement of payee Motor endorsed No funds No instructions to pay | <ul style="list-style-type: none"> No such checking account Not drawn on as Not payable through Clearinghouse Not shown on proper form Payment stopped Personal endorsement of payee Receipt Signature incomplete Two addresses and addresses of cash Uncollected funds Voucher attached Wrong endorsement |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Acct. closed 77

As shown by the endorsements, the attached check has been handled by us as cash several times, but upon each presentation to the drawee bank it has been returned unpaid.

In view of this, please do not send it to us again as a cash item.

BALTIMORE BRANCH
Federal Reserve Bank of Richmond
BALTIMORE, MD.

No. GLEN BURNIE, MD. July 20 19 57

COUNTY TRUST COMPANY OF MARYLAND 65-262
521

PAY TO THE ORDER OF Wm C. Rogers Atty. \$ 500.00
100

Five hundred 00
100 DOLLARS

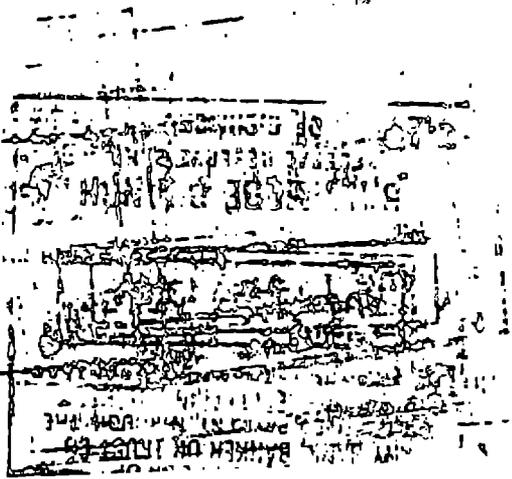
Martin Anderson FILED

1957 - AUG 24 AM 11:07

Exhibit

William C. Rogers
William C. Rogers
WILLIAM C. ROGERS
ATTY.

FOR DEPOSIT
TO Special Account of
WILLIAM C. ROGERS
HERBERT C. ROBERTS
at Carrollton, Mo.



162

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS.	*	FOR
CHARLES WILLIAM ALLEN and	*	ANNE ARUNDEL COUNTY.
GRACE E. ALLEN, his wife	*	<i>No. 11,839 Equity</i>

* * * * *

ORDER

ORDERED this *24th* day of August, 1957, by the Circuit Court for Anne Arundel County, that Charles Atas and Gilda Atas, his wife, and Martin Anderson show cause within *15* days from this date why the relief prayed should not be granted, Provided a copy of this petition and order be served on them on or before *August 31*, 1957.

Benjamin Michaelson
Judge

FILED
FILED
1957 AUG 24 AM 11:50
1957 AUG 24 AM 11:50

Maryland Gazette

LIBER 108 PAGE 39

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,839, Equity.
WILLIAM C. ROGERS, Attorney
Named in Mortgage

Vernon
CHARLES WILLIAM ALLEN and
GRACE E. ALLEN, his wife
Ordered, this 8th day of August,
1957, That the sale of the property in
these proceedings mentioned made and
reported by William C. Rogers, At-
torney named in Mortgage BE RATI-
FIED 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 pub-
lished 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 \$10,745.00

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

A-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 9, 1957*

We hereby certify, that the annexed

Order Nisi Sales
Eq. 11,839

Charles William Allen

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

No. M. G. *13521*

1957 SEP 10 PM 17

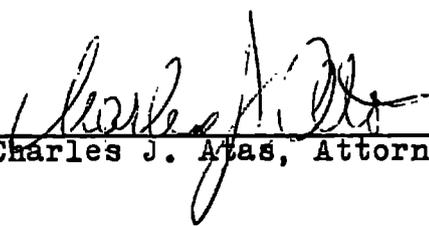
H. Tilgman

WILLIAM C. ROGERS, Attorney : NO. 11,839 EQUITY
 Named in Mortgage :
 : IN THE CIRCUIT COURT
 vs. :
 : FOR
 CHARLES WILLIAM ALLEN and :
 GRACE E. ALLEN, his wife : ANNE ARUNDEL COUNTY
 :

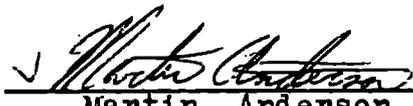
CONSENT TO DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Martin Anderson, by Charles J. Atas, his Attorney, does hereby consent to the passage of an Order striking out the sale heretofore made and reported in these proceedings and permitting a new sale to be made.



 Charles J. Atas, Attorney



 Martin Anderson

FILED

1957 SEP 21 AM 9:08

WILLIAM C. ROGERS, Attorney
Named in Mortgage : NO. 11,839 EQUITY
vs. : IN THE CIRCUIT COURT
: FOR
CHARLES WILLIAM ALLEN and : ANNE ARUNDEL COUNTY
GRACE E. ALLEN, his wife :
:

ORDER

The foregoing Petition by William C. Rogers, Attorney named in the Mortgage and the Consent to Decree having been read and considered and no cause to the contrary having been shown by Charles J. Atas and Gilda Atas, his wife, it is hereby ORDERED and DECREED this 21st day of September, 1957, by the Circuit Court for Anne Arundel County, that the sale to Charles J. Atas and Gilda Atas, his wife, heretofore made and reported in these proceedings by William C. Rogers, Attorney, be and the same is hereby stricken out, and the said William C. Rogers, Attorney named in the Mortgage, is hereby authorized and directed to proceed to make a new sale of the property mentioned in these proceedings.

Benjamin Michaelson
Judge

FILED

1957 SEP 21 AM 11:33

WILLIAM C. ROGERS, Attorney * IN THE
 Named in Mortgage * CIRCUIT COURT
 VS * FOR
 CHARLES WILLIAM ALLEN and * ANNE ARUNDEL COUNTY
 GRACE E. ALLEN, his wife * *No. 11,839 Equity*

* * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from Charles William Allen and Grace E. Allen, his wife to Vermont Federal Savings and Loan Association, dated March 14, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1009, folio 479.

October 11, 1957

Charles William Allen and wife
 Lots Nos. 73-A, 73-B situate on Wharf Dr.
 Anne Arundel County, Maryland

Original amount of Loan	\$10,700.00
Interest	993.20
Fire Insurance	49.85
Sanitation Charge	17.50
Mortgage Life Insurance	251.45
1957 Taxes 6/25/57	129.73
Late charges	22.00
	<u>\$12,163.73</u>
Less payments	1,798.20
Balance due	<u>\$10,365.53</u>

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

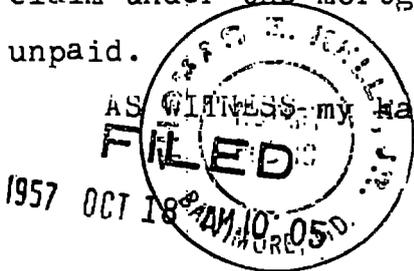
[Signature]
 WILLIAM C. ROGERS, Attorney
 Named in Mortgage

BY: *[Signature]*
 WILLIAM M. DEE, Secretary

STATE OF MARYLAND)
) To Wit:
 CITY OF BALTIMORE)

I HEREBY CERTIFY that on this *11th* 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 William M. Dee, Secretary of Vermont Federal Savings and Loan Association, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



[Signature]
 THOMAS E. KELLY, JR.
 Notary Public

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Property

AT MT. PLEASANT BEACH, THIRD ELECTION DISTRICT

UNDER AND BY VIRTUE of a power of sale contained in a mortgage from Charles William Allen and Grace E. Allen, his wife, to Vermont Federal Savings and Loan Association, dated March 14th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1009, folio 479, default having occurred thereunder, the undersigned, as Attorney named in Mortgage, will offer for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

SATURDAY, OCTOBER 19th, 1957

AT 11:00 A.M.

ALL THOSE LOTS of ground, with improvements thereon, in the 3rd Election District, described as follows: Being known and designated as Lots No. 73-A, 73-B, as shown on the Revised Plat of Section A of Mt. Pleasant Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod P, Plat No. 10 (now in Plat Book No. 5, folio 31). Situate on Wharf Drive. Being the same lots which by deed dated March 14, 1956, and recorded in Liber G.T.C. No. 1009, folio 477, were conveyed by Atlantic Mill and Lumber Company to the aforesaid mortgagors, subject to the legal operation and effects, if any, of the covenants and restriction of record and to pole line agreements of record.

IMPROVEMENTS: This property is improved by a two-story frame dwelling, with stone front; oil heat.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney Named in Mortgage,
Rogers Building,
113 E. Baltimore Street,
Baltimore, Maryland.

FILED

1957 OCT 22 PM 3:17

No. 1,839 Equity

I hereby certify that I have this 19th day of October, 1957, sold the within described property unto Vermont Federal Savings and Loan Association - - - - - at and for the sum of Eight Thousand Dollars (\$8,000.00) - - - - - it being at that figure the highest bidder therefor, and I further certify that said sale was fairly made.

Robert H. Campbell
Robert H. Campbell, Auctioneer

I hereby certify that Vermont Federal Savings and Loan Association - - - - - has on this 19th day of October, 1957, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Eight Thousand Dollars (\$8,000.00) - - - - - and hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

By *[Signature]*

FILED

1957 OCT 22 PM 3:11

WINSON G. GOTT, JR., Atty.
Lee Building, Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

At Mt. Pleasant Beach, Third
Election District

Under and by virtue of a power of sale contained in a mortgage from Charles William Allen and Grace E. Allen, his wife, to Vermont Federal Savings and Loan Association, dated March 14th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1009, folio 479, default having occurred thereunder, the undersigned, as Attorney named in Mortgage, will offer for sale at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on **Saturday, Oct. 19, 1957** at 11:00 A.M.

All those lots of ground, with improvements thereon, in the 3rd Election District, described as follows: Being known and designated as Lots No. 73-A, 73-B, as shown on the Revised Plat of Section A of Mt. Pleasant Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod, P Plat No. 10 (now in Plat Book No. 5, folio 31). Situate on Wharf Drive. Being the same lots which by deed dated March 14, 1956, and recorded in Liber G.T.C. No. 1009, folio 477, were conveyed by Atlantic Mill and Lumber Company to the aforesaid mortgagors, subject to the legal operation and effects, if any, of the covenants and restriction of record and to pole line agreements of record.

Improvements: This property is improved by a two-story frame dwelling, with stone front; oil heat.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney Named in Mortgage
Rogers Building,
113 E. Baltimore Street,
Baltimore, Maryland
ROBERT H. CAMPBELL
Auctioneer

O-17

ORDER NISI

LIBER 108 PAGE 47
IN THE

WILLIAM C. ROGERS, Attorney named
in Mortgage

V-RSUS

CHARLES WILLIAM ALLEN and
GRACE E. ALLEN, his wife

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,839 Equity

Ordered, this 22d day of October, 19 57. That the sale of the
Property in these proceedings mentioned,
made and reported by William C. Rogers, Atty. named in Mortgage
~~to~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales ~~was~~ was 8,000.00

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney named
in Mortgage

versus

CHARLES WILLIAM ALLEN and
GRACE E. ALLEN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of December, 1957
that the sale made and reported by the ~~report~~ Attorney named in Mortgage, be and the same ~~is~~ ^{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 ~~report~~ ^{Attorney named in Mortgage} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED

1957 DEC -7 AM 10:54

FILED
1957 OCT 22
7 PM 3:11

Maryland Gazette

LIBER 108 PAGE 48 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. 11,839 Equity

WILLIAM C. ROGERS, Attorney
named in Mortgage
versus
CHARLES WILLIAM ALLEN and
GRACE E. ALLEN, his wife

Ordered, this 22nd day of Octo-
ber, 1957, That the sale of the
Property in these proceedings
mentioned, made and reported by
William C. Rogers, Attorney
named in Mortgage, BE RATI-
FIED AND CONFIRMED, unless
cause to the contrary thereof 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.

The report states that the
amount of sale was \$8,000.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11, 839

Charles William Allen

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 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. 6576-476 AM 9:08
DEC 7 1957

25

In the Case of

William C. Rogers,
Attorney named in Mortgage
VS.
Charles William Allen
and
Grace E. Allen, his wife

In the
Circuit Court

For
Anne Arundel County
No. 11,839 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]

December 30, 1957

All of which is respectfully submitted.

[Handwritten Signature]
Auditor.

FILED
1958 JAN -3 AM 11:13

Dr.

in ac.

William C. Rogers, Attorney named in Mortgage, vs.
Charles William Allen and Grace E. Allen, his wife

To Attorney for Fee, viz:	300 00	
To Attorney for Commissions, viz:	277 01	577 01
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - costs (first sale)	7 50	
Clerk of Court - Court costs (second sale)	28 00	
Jos. W. Alton, Jr. - Sheriff's costs	2 90	
Auditor - stating this account	18 00	66 40
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising first sale	40 00	
Capital-Gazette Press - order nisi - first sale	8 00	
Capital-Gazette Press - advertising second sale	45 00	
Capital-Gazette Press - order nisi - second sale	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - first handbills	14 55	
Speer Publications, Inc. - second handbills	11 09	
U.S. Casualty Co. - bond premium	42 00	
Robt. H. Campbell - auctioneer's fee - first sale	40 00	
Robt. H. Campbell - auctioneer's fee - second sale	35 00	
One-half Federal documentary stamps	4 40	
One-half State documentary stamps	4 40	
George E. Kelly, Jr. - no tary fees	2 00	260 44
To Attorney for Maintenance of Real Estate, Joseph Monaghan - pumping out ceiling in August and September, 1957	20 00	20 00
To Vermont Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,335 48	7,335 48
		8,259 33
Amount of mortgage claim filed	10,365 53	
Cr. Amount allowed above	7,335 48	
Balance subject to decree in personam	3,030 05	

with

William C. Rogers, Attorney named in Mortgage

Cr.

1957

Oct. 19

Proceeds of Sale
 Interest on deferred payment of
 \$7,500.00 - 1 month 21 days

 Rent collected by Attorney to
 9/6/57

 Refund 1957 State and County taxes
 2 months 11 days

8,000 00

63 75

170 00

25 58

8,233 75

25 58

8,259 33

ORDER NISI

William C. Rogers,
Attorney named in Mortgage
VERSUS
Charles William Allen
and
Grace E. Allen, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,839

Equity
FILED
JAN -3 AM 11:13
1958

ORDERED, This 3 day of January, 1958, 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 10
day of February next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
10 day of February next.

George T. Carroll, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11 day of February, 1958, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the proceeds apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin Nicholas
Judge

FILED
1958 FEB 11 PM 3:43

Maryland Gazette

LIBER 108 PAGE 53 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. 11,839, Equity

William C. Rogers, Attorney named in Mortgage VERSUS Charles William Allen, and Grace E. Allen, his wife

Ordered, this 3 day of January 1958. 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 10 day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10 day of February next.

GEORGE T. CROMWELL, Clerk True Copy: TEST: GEORGE T. CROMWELL, Clerk J-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1958

We hereby certify, that the annexed

Order Nisi Eq. 11,839

Auditor account

Charles William Allen

was published in

Maryland Gazette

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

successive weeks before the 10th

day of February, 1958. The first

insertion being made the 9th day of

January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilyman

FILED

No. M. C. 14975 1958 FEB -6 AM 10:06

30

In the Matter of the Sale of : IN THE CIRCUIT COURT
The Mortgaged Real Estate : FOR ANNE ARUNDEL COUNTY
of : IN EQUITY
Edwin C. Kellogg, Sr., : EQUITY NO. 12,360
and :
Evelyn L. Kellogg, His Wife :

MR. CLERK:

Please docket suit in the above entitled case, enter my appearance and file the Mortgage herewith marked "Complainant's Exhibit No. 1" in said proceedings, default having taken place in said Mortgage.

Frankie Wilson

Frankie Wilson
Solicitor for Complainant

25 Baltimore-Annapolis
Boulevard, N. W.,
Glen Burnie, Maryland.

FILED

1957 OCT -8 AM 10:47

LIBER 108 PAGE 55

LIBER 991 PAGE 187



This Mortgage, Made this 28th day of December
 in the year one thousand nine hundred and fifty-five between Edwin C. Kellogg, Sr. and Evelyn L. Kellogg, his wife,
 of the County of Anne Arundel, in the State of Maryland, Mortgagors, and the Maryland National Building and Loan Association, Inc.
 a body corporate, duly incorporated, Mortgagee.

No. 12 360 Equity

WHEREAS, the said Edwin C. Kellogg, Sr. and Evelyn L. Kellogg, his wife,

being members of the said body corporate
 have received therefrom an advance of Five thousand (\$5,000.00) - - - - -
 - - - - - Dollars - - - - -
 on fifty (50) - - - - - shares of stock, the due execution of this Mortgage
 having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Edwin C. Kellogg, Sr. and Evelyn L. Kellogg, his wife,

do grant unto Maryland National Building and Loan Association, Inc.

and its successors and assigns, all of those
 pieces or parcels of ground situate and lying in the Third Election District of Anne Arundel County,
 at present known as No. Lots 17 and 18, Foxwell Tract, Old Mill Road, Pasadena, Maryland,
 and described as follows:

BEING known and designated as Lots 17 and 18, on a certain plat entitled
 "Section No. 4, part of a 196 acre tract near Jacobsville, as surveyed by J.R. McCrone, Jr.
 Registered Engineer and Land Surveyor, Annapolis, Maryland, said plat being duly
 recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3,
 Rod E-6, Plat No. 12, said plat being dated May, 1945.

Said lots containing 3.4 acres, more or less.

BEING the same lots of ground in deed from Foxwell and Foxwell, Inc. to Edwin C.
 Kellogg, Sr. and Evelyn L. Kellogg, his wife, dated December 24, 1947, and recorded
 among the Land Records of Anne Arundel County in Liber J.H.H. 449, folio 384, subject to
 restrictions of record affecting said property.

COMPLAINANT'S EXHIBIT NO. 1

~~FILED~~

~~1956 DEC 11 AM 9:31~~

FILED

1957 OCT -8 AM 10:47

LIBER 108 PAGE 57

AND the said Mortgagor s, for themselves, their heirs, executors, administrators and assigns, covenant with the said Maryland National Building and Loan Association, Inc.

its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns monthly ~~weekly~~, the sum of One Dollar eight cents on each of said 50 shares of stock as dues, until the combined payment of dues shall amount to One hundred dollars (\$100.00) - - - - - Dollars for each of said 50 shares, and also to pay ~~weekly~~ ^{monthly} the sum of fifty-two - - - - - cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of

dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGOR hereby covenant to pay to the said MORTGAGEE, the further sum of three Dollars and fifty cents ~~weekly~~ ^{monthly}, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGOR will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed ~~on~~ by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagors, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

AND the said Mortgagor s hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorize the said Mortgagee, its successors or assigns or Frankie Wilson, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Fifty (\$50.00) - - - Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same. (4) And it is further agreed that in case the mortgagors cease to own, sell, transfer, or dispose of the within described property without first obtaining the assent in writing of the Mortgagors, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

WITNESS the hand and seal of the said Mortgagor

TEST:

Frankie D. Wilson
Frankie D. Wilson

Edwin C. Kellogg, Sr.
Edwin C. Kellogg, Sr. (SEAL)

Evelyn L. Kellogg
Evelyn L. Kellogg (SEAL)

(SEAL)

LIBER 931 PAGE 189

STATE OF MARYLAND, Anne Arundel County, SS:
I HEREBY CERTIFY, that on this 28th day of December in the year one thousand nine hundred and fifty-five, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Edwin C. Kellogg, Sr. and Evelyn L. Kellogg, his wife, the Mortgagor s named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Walton D. Wilson, President of Maryland National Building and Loan Association, Inc. and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

Rec'd for record Dec. 29, 1955 at 10:30 A.M.

Mailed to *Frankie Wilson*

Frankie D. Wilson
Frankie D. Wilson, Notary Public

My Commission Expires: May 6, 1957

MORTGAGE

FROM

Edwin C. Kellogg, Sr.

Evelyn L. Kellogg, his wife

TO
Maryland National Building and
Loan Association, Inc.

25 Baltimore Annapolis Blvd. NW
Glen Burnie, Maryland

Third Election District of
BLOCK NO. _____
Anne Arundel County

Received for Record 29 DEC 1955

at 1030 o'clock A.M. Same day recorded in

Libers GTC No. 991 Folio 187 etc.,

Land Records of AAC

and examined per

GEORGE T. CROMWELL, *Clerk*
Clerk.

Cost of Record, \$ 6.15



FRANKIE WILSON,
ATTORNEY AT LAW
25 Balto. Annapolis Blvd. NW
Glen Burnie, Md.

In the Matter of the Sale of the Mortgaged:

Real Estate	:	In The Circuit
of	:	Court of
Edwin C. Kellogg, Sr.,	:	Anne Arundel County
and	:	In Equity
Evelyn L. Kellogg, His Wife.	:	EQUITY NO. <u>12360</u>

AFFIDAVIT AS TO MILITARY SERVICE

I HEREBY CERTIFY that on this 4th day of October, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Walton D. Wilson, President of Maryland National Building and Loan Association, Inc., who made oath in due form of law that Edwin C. Kellogg, Sr., one of the defendants in the above-entitled case, is approximately 50 years of age and is not in the Armed Services of the United States of America, as defined by the Soldiers and Sailors Act.

Frankie Wilson
Frankie Wilson, Notary Public

FILED
1957 OCT -8 AM 10:48

6

In the Matter of the Sale of the :
Mortgaged Real Estate :
of :
Edwin C. Kellogg, Sr., :
and :
Evelyn L. Kellogg, His Wife :

LIBER 108 PAGE 60
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
IN EQUITY
EQUITY NO. 12360

STATEMENT OF MORTGAGEE'S CLAIM

The amount of Mortgage dated December 28, 1955-\$5,000.00
Payments: 746.12
Balance due on Principal of Mortgage 4,253.88
Interest from July, 1957 to October, 1957 . . . 89.44
\$4,343.32

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC.

BY Walton D. Wilson
Walton D. Wilson, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 4th day of October, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Walton D. Wilson, President of Maryland National Building and Loan Association, Inc., and made oath in due form of law that the matters and facts set forth in above report are true to the best of his knowledge.

Frankie Wilson
Frankie Wilson, Notary Public

FILED
1957 OCT -8 AM 10:48

No. 12,360 Equity

Know All Men by these Presents:

That we, (MRS.) FRANKIE WILSON, 25 Baltimore-Annapolis Boulevard,
S.W., Glen Burnie, Maryland, as Principal
 and AMERICAN EMPLOYERS' INSURANCE COMPANY, a corporation of
the Commonwealth of Massachusetts, Boston, Mass. as Surety are held and
 firmly bound unto the State of Maryland in the full and just sum of Seven Thousand & No/100
(\$7,000.00)

Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be
 made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Admin-
 istrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this
28th day of October in the year nineteen hundred and
fifty-seven.

WHEREAS, the above bounden (MRS.) FRANKIE WILSON

by virtue of the power contained in a mortgage from Edwin C. Kellogg, Sr. and
Evelyn L. Kellogg, his wife to Maryland National Building & Loan
Association

bearing date the 28th day of December nineteen hundred and fifty-five
Anne Arundel
 and recorded among the Mortgage Records of Baltimore County in Liber No. 991
 Folio 187 and

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

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH:

That if the above bounden (MRS.) FRANKIE WILSON

do and shall well and truly and faithfully perform the trust reposed in her 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 D. Wilson
Caroline Legambi
 Caroline Legambi

Frankie Wilson [SEAL]
 (Mrs.) Frankie Wilson

AMERICAN EMPLOYERS' INSURANCE COMPANY [SEAL]
 By: Doris E. Siffryn [SEAL]
 Doris E. Siffryn, Attorney-in-Fact

FILED

1957 OCT 31 AM 8:58

Bond approved this 31st day
of October, 1957.
George T. Cromwell, Clerk

25 Baltimore-Annapolis Boulevard, N.W., Glen Burnie, Maryland.

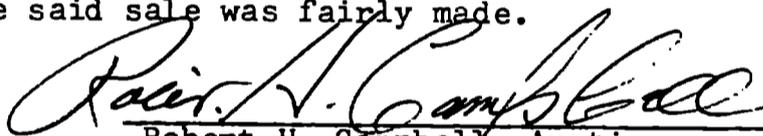
EQUITY NO. 12,360

Mortgage Sale of Fee Simple Property of EDWIN C. KELLOGG, SR. and EVELYN L. KELLOGG, His Wife, Old Mill Road, near Mountain Road, Third Election District, Anne Arundel County, in the State of Maryland, (Route 8, Box 12, Pasadena P.O.) on Friday, November 8, 1957 at 4:00 P.M.

I HEREBY CERTIFY That the sale of Lots 17 and 18, Foxwell Tract, Old Mill Road, Pasadena, Maryland, containing 3.4 acres, more or less, as described in mortgage from Edwin C. Kellogg, Sr. and Evelyn L. Kellogg, His Wife, to Maryland National Building & Loan Association, Inc., recorded among the Land Records of Anne Arundel County in Liber JHH 991, folio 187, has this 8th day of November, 1957, been sold by me at public auction to

FRANKIE Wilson & Sons, Inc. - Walter D. Nelson - Auctioneer
for the sum of \$4,800.-

Dollars, and that the said sale was fairly made.


Robert H. Campbell, Auctioneer

FILED

1957 NOV 12 AM 10:24

25 Baltimore-Annapolis Boulevard, N.W., Glen Burnie, Maryland

November 8, 1957

PURCHASERS AGREEMENT

That ~~I~~ (we) Frankie Wilson & Sons, Inc.,

purchasers of Lots 17 and 18, Foxwell Tract, Old Mill Road, Pasadena, Maryland, containing 3.4 acres, more or less, and improvements on the south side of Old Mill Road, near Mountain Road, Third Election District, Anne Arundel County, in the State of Maryland, as described in mortgage dated December 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH 991, folio 187, this 8th day of November, 1957, sold at public auction at the premises, at and for the sum of Four Thousand Eight Hundred - - - - - (\$4,800.00) - - - - -

Dollars, the sum of Five Hundred Dollars (\$500.00) being paid in accordance with the terms of sale, and the purchaser to pay the remainder upon ratification by the Circuit Court for Anne Arundel County, with 6% interest from date of sale, and adjustment of taxes, and other expenses to date of sale, together with documentary stamps.

AS WITNESS our hands and seals the day and year above written.

Frankie Wilson & Sons, Inc.

By Walton D. Wilson (SEAL)
Walton D. Wilson, President

WITNESS:

Vivian D. Schaumbierfel
Vivian D. Schaumbierfel

(SEAL)

FILED

1957 NOV 12 AM 10:24

In the Matter of the Sale	:	LIBER 108 PAGE 64
of the Mortgaged	:	IN THE CIRCUIT COURT
Real Estate of	:	FOR ANNE ARUNDEL COUNTY
Edwin C. Kellogg, Sr. and	:	EQUITY NO. <u>12,360</u>
Evelyn L. Kellogg, his wife.	:	

REPORT OF SALE

To the Honorable, the Judge of said Court:

The report of sale of Frankie Wilson, Attorney named in mortgage, dated December 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH 991, Folio 187, from Edwin C. Kellogg, Sr. and Evelyn L. Kellogg, his wife, to The Maryland National Building and Loan Association, Inc., which mortgage filed in said cause pending, respectfully shows:

That after giving bond with security for the faithful discharge of her trust, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for four weeks preceding the date of sale, Frankie Wilson, attorney, under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) and pursuant to the said notice, on the 8th day of November, 1957, at 4:00 P.M., attended on the premises and then and there sold the property described in said mortgage, which property is more particularly described as follows:

Lots 17 and 18, Foxwell Tract, Old Mill Road, Pasadena, Maryland, Third Election District of Anne Arundel County, BEING known and designated as Lots 17 and 18, on a certain plat entitled "Section No. 4, part of a 196 acre tract near Jacobsville, as surveyed by J. R. McCrone, Jr. Registered Engineer and Land Surveyor, Annapolis, Maryland, said plat being duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-6, Plat No. 12, said plat being dated May, 1945." Said lots containing 3.4 acres, more or less.

BEING the same lots of ground in deed from Foxwell and Foxwell, Inc. to Edwin C. Kellogg, Sr. and Evelyn L. Kellogg, his wife, dated December 24, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 449, folio 384, subject to

1957 NOV 12 AM 10:24

FILED

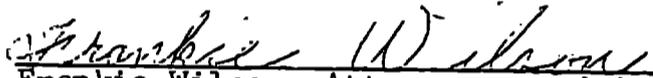
restrictions of record affecting said property. LBER 108 PAGE 65

TERMS OF SALE: Deposit of Five Hundred Dollars (\$500.00) at time of sale and the balance upon ratification of said sale by the Circuit Court for Anne Arundel County, with interest at 6% from date of sale to settlement; revenue stamps, taxes, etc. to be adjusted to date of sale.

The said property was sold, as aforesaid, to Frankie Wilson & Sons, Inc.,

at and for the sum of Four Thousand Eight Hundred Dollars (\$4,800.00)

the said purchaser being then and there the highest bidder, and that said sale was fairly made.


Frankie Wilson, Attorney named in
Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 9th day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, attorney named in mortgage, and made oath in due form of law that the matters and facts set forth are true to the best of her knowledge and belief.


Vivian D. Schaumloeffel, Notary Public



ORDER NISI

LIBER 108 PAGE 66
IN THE

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

~~XXXXXXXX~~

Edwin C. Kellogg, Sr. and
Evelyn I. Kellogg, his wife

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,360 Equity

Ordered, this 12 day of November, 1957, That the sale of the
Property in these Proceedings mentioned,
made and reported by Frankie Wilson, Attorney named in Mortgage,
~~XXXXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales ~~was~~ ^{was} \$ 4,800.00.

George J. Cromwell, Clerk.

True Copy,

FILED

1957 NOV 12 AM 11:45

TEST: Clerk.

(Final Order)

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

~~XXXXXXXX~~

Edwin C. Kellogg, Sr. and
Evelyn I. Kellogg, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of December, 1957
that the sale made and reported by the ~~Attorney~~ ^{Attorney} aforesaid, be and the same ~~is~~ ^{is} hereby ~~Ratified~~ ^{finally} and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~Attorney~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Matthew S. Egan
Judge.

FILED

1957 DEC 18 AM 11:42

FRANKIE WILSON, Attorney
25 Baltimore-Annapolis Blvd., N.W.
Glen Burnie, Md.

Mortgage Sale

OF VALUABLE FEE
SIMPLE PROPERTY
IMPROVED
THIRD DISTRICT,
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Edwin C. Kellogg, Sr. and Evelyn L. Kellogg, his wife, dated December 28, 1955, and recorded among the Land Records of Anne Arundel County in Liber GR No. 991, Folio 187, (default, having occurred thereunder), the undersigned attorney named in the mortgage will sell at public auction on the premises, South side of Old Mill Road, Third Election District, near Mountain Road, Third Election District, Anne Arundel County, in the State of Maryland, on

Friday,
November 8, 1957
at 4:00 P.M.

3.4 acres of ground, described as follows:

BEING KNOWN and designated as Lots 17 and 18, on a certain plat entitled "Section No. 4," part of a 196 acre tract near Jacobsville, as surveyed by J. R. McCrone, Jr. Registered Engineer and Land Surveyor, Annapolis, Maryland, said plat being duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-6, Plat No. 12, said plat being dated May, 1945.

Said lots containing 3.4 acres, more or less.

BEING the same lots of ground in deed from Foxwell and Foxwell, Inc. to Edwin C. Kellogg, Sr. and Evelyn L. Kellogg, his wife, dated December 24, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 449, folio 384, subject to restrictions of record affecting said property. Improved by a two-story frame and concrete dwelling.

TERMS OF SALE: A deposit of \$500.00 will be required of purchaser at time of sale, balance at 6% from date of sale to settlement, subject to ratification by the Circuit Court for Anne Arundel County.

Revenue stamps, taxes, etc. to be adjusted to date of sale.

FRANKIE WILSON,
Attorney named in Mortgage
ROBERT H. CAMPBELL,
Auctioneer N-7

OFF OF

LIBER 108 PAGE 67

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., *November 27, 1957*

We hereby certify, that the annexed

Mortgage Sale
10,12,360 Equity

Edwin C. Kellogg

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 *November*, 1957. The first

insertion being made the *17th* day of

October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 NOV 27 PM 3:45
[Signature]

Maryland Gazette

LIBER 108 PAGE 68

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. 12,360 Equity

In the Matter of the Sale of the Mortgaged Real Estate of EDWIN C. KELLOGG, SR. and EVELYN I. KELLOGG, his wife Ordered, this 12th day of November, 1957, That the sale of the Property in these Proceedings mentioned, made and reported by Frankie Wilson, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was \$4,800.00. GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk D-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., *December 10*, 1957

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

Order Nisi Sale
Eq. 12,360

Edwin C. Kellogg, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *4* -----

successive weeks before the *16th* -----

day of *December*, 1957. The first

insertion being made the *14th* ----- day of

November, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By *A. Tilghman*

FILED

No. M. G. *1-5352*
1957 DEC 10 PM 12:53

15

Dr.

in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Edwin C. Kellogg, Sr., and Evelyn L. Kellogg, his wife

To Attorney for Fee	50	00		
To Attorney for Commissions, viz:	174	97	224	97
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
American Employers Insurance Co. - bond premium	28	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Vivian D. Schaumloeffel - notary fee		50	118	00
To Maryland National Building & Loan Association, Inc., mortgagee - in full for mortgage claim	4,343	32	4,343	32
To Edwin C. Kellogg, Sr., and Evelyn I. Kellogg, his wife, mortgagors - this balance	102	23	102	23
			4,840	02

with

Frankie Wilson, Attorney named in Mortgage

Cr.

1957				
Nov.	8	Proceeds of Sale	4,800	00
		Interest on \$4,300.00 deferred pay- ment to 12/17/57	32	25
				4,832 25
		Refund 1957 State and County taxes- adjusted to 11/8/57	7	77
				7 77
				4,840 02

ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

1958 JAN -6 PM 3:20

FILED

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

~~XXXXXXXX~~

Edwin G. Kellogg, Sr.,

and

Melyn L. Kellogg, his wife

No. 12,360

Equity.

ORDERED, This 6 day of January, 1958, 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 10 day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10 day of January next.

George T. Cornwall, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14 day of February, 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.

Benjamin Michaelson Judge

FILED

1958 FEB 15 AM 9:24

10

OFFICE OF

Maryland Gazette

LIBER 108 PAGE 73

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1958

We hereby certify, that the annexed

Order Nisi - Pub. Cost. Eq. 12360

Edwin C. Kellogg, Jr.

was published in

Maryland Gazette

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

successive weeks before the 10th

day of February, 1958. The first

insertion being made the 9th day of

January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 FEB 14 PM 2:14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,360 Equity

In the Matter of the Sale of the Mortgaged Real Estate of EDWIN C. KELLOGG, SR., and EVELYN L. KELLOGG, his wife Ordered, this 6th day of January, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of February next.

GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk J-23

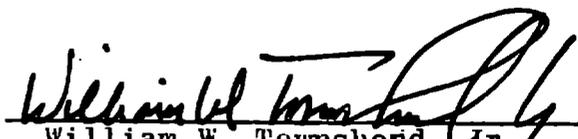
No. M. G. 15000

h)

In the matter of the mortgaged : No. 12330 Equity
real estate of : In the Circuit Court for
Walton J. Hogue, Widower : Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file the
original mortgage herewith.


William W. Townshend, Jr.,
Attorney named in mortgage

FILED
1957 SEP 23 PM 12:54

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Bldg., South Street
Annapolis, Maryland

LIBER 108 PAGE 75

A T T O R N E Y ' S S A L E
OF

No. 12,330
Equity

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Walton J. Hogue, Widower, life tenant, dated April 18, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1018, Folio 363, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, OCTOBER 22, 1957

at 11 o'clock A.M.

All that tract or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the same at a pipe set on the northeast edge of an arm of Pipestone Creek, which point of beginning is North 20° 17' East, 75 ft. from a stone, the beginning of the conveyance from Anna Belle Roberts to Fernando Weems by deed dated the 28th day of January 1918 as recorded in Liber G.W. 132, Folio 317, etc., thence binding on said creek, North 26° 20' West, 129.35 ft. to the southeast edge of another arm of said creek, thence with the southeast edge of same, North 52° 39' East, 151.6 ft. and North 38° 04' East, 68 ft. to a stake set on the southeast edge of a canal; thence with said edge of said canal, North 58° 59' East, 375.3 ft. to a pipe set on the southwest edge of the State Road leading into the village of Shady Side; thence leaving said canal and binding on the southwest edge of said road the following two courses and distances, South 13° 36' East, 166.3 ft. and South 4° 10' East, 350.3 ft. to a pipe set on the northeast edge of a ditch, thence leaving said road and with said side of said ditch, thence leaving said road and with said side of said ditch, North 86° 09' West, 360 ft. to a pipe set at the northwest side of a bridge and on the first mentioned arm of Pipestone Creek; thence with the northeast edge of said arm, the following two courses and distances: North 83° 32' West, 99.3 ft. and North 56° 30' West, 38.85 ft. to the beginning. Containing 4.25 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in September 1950.

Being the same property conveyed unto Walton J. Hogue and Ada E. Hogue, his wife, by Fernando W. Weems and Mamie L. Weems, his wife, by deed dated May 25, 1944 and recorded among the aforesaid Land Records in Liber J.H.H. 310, Folio 39, and further being the same property conveyed unto Ethel M. Payne by Walton J. Hogue, Widower, reserving a life estate unto Walton J. Hogue, by deed dated March 9, 1956 and recorded in Liber G.T.C. 1007, Folio 486.

The above property is improved by a dwelling with modern conveniences.

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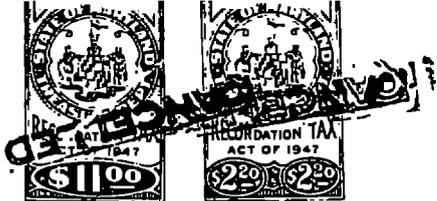
Terms of Sale: A cash deposit of \$500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Atty.
Townsh-Worth Bldg., South St.
Annapolis, Md.

Robert H. Campbell, Auctioneer

Maryland Gazette Press
September 26, 1957
October 3, 10 and 17



L 2962

This Mortgage, made this 18TH day of April
in the year one thousand nine hundred and fifty-six, between

WALTON J. HOGUE, Widower, pursuant to the power and authority vested in him by deed recorded in Liber GTC 1007, Folio 486, 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

TWELVE THOUSAND DOLLARS ----- (\$12,000.00)

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 TWO DOLLARS ----- (\$102.00) 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 18th 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 that lot(s) of ground situate and lying in

Seventh Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a pipe set on the northeast edge of an arm of Pipestone Creek, which point of beginning is North 20° 17' East, 75.0 feet from a stone, the beginning of the conveyance from Anna Belle Roberts to Fernando Weems by deed dated the 28th day of January 1918 as recorded in Liber G.W. 132, Folio 317, etc., thence binding on said creek, North 26° 20' West, 129.35 feet to the southeast edge of another arm of said creek, thence with the southeast edge of same, North 52° 39' East, 151.6 feet and North 38° 04' East, 68.0 feet to a stake set on the southeast edge of a canal; thence with said edge of said canal, North 58° 59' East, 375.3 feet to a pipe set on the southwest edge of the State Road leading into the village of Shady Side; thence leaving said canal and binding on the southwest edge of said road, the following two courses and distances, South 13° 36' East, 166.3 feet and South 4° 10' East, 350.3 feet to a pipe set on the northeast edge of a ditch, thence leaving said road and with said side of said ditch, thence leaving said road and with said side of said ditch, North 86° 09' West, 360.0 feet to a pipe set at the northwest side of a bridge and on the first mentioned arm of Pipestone Creek; thence with the northeast edge of said arm, the following two courses and distances: North 83° 32' West, 99.3 feet and North 56° 30' West, 38.85 feet to the beginning. Containing 4.25 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in September 1940.

BEING the same property conveyed unto Walton J. Hogue and Ada E. Hogue, his wife, by Fernando W. Weems and Mamie L. Weems, his wife, by deed dated May 25, 1944 and recorded among the aforesaid Land Records in Liber JHH 310, Folio 39, the said Ada E. Hogue having since departed this life; and further being the same property conveyed unto Ethel M. Payne by Walton J. Hogue, Widower, reserving a life estate unto Walton J. Hogue, by deed dated March 9, 1956 and recorded in Liber GTC 1007, Folio 486.

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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 himself, his 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

Walton J. Hogue (SEAL)
Walton J. Hogue
..... (SEAL)
..... (SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this

18TH

day of April

in the year one thousand, nine hundred and

fifty-six

, before me, the subscriber, a Notary

Public of the State of Maryland, in and for said County, personally appeared Walton J. Hogue, Widower,

Life Tenant,

, the above named Mortgagor(s)

satisfactorily proven to be the person(s) whose name(s)

is

subscribed to the within Mortgage,

and acknowledged that

he

executed the same for the purposes

therein contained, and also

he

acknowledged the foregoing Mortgage to be his

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

5/6/57

Rec'd for record Apr. 19, 1956 at 11:24 AM.
Mailed to Wm. W. Townshend, Jr.

13.20

L-2962

WM. W. TOWNSHEND, JR.

Attorney

TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

MORTGAGE

FROM

WALTON J. HOGUE, WIDOWER,

LIFE TENANT

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

Cost of Record \$

7.50

LIBER 108 PAGE 80

In the matter of the mortgaged : No. 12,330 Equity
real estate of Walton J. Hogue, : In the Circuit Court for
Widower : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Walton J. Hogue, Widower, dated April 18, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1018, Folio 363 -----			\$12,000.00
Total paid on principal	\$445.22		
Credit in expense account	6.48		
			<u>451.70</u>
			\$11,548.30
Interest 6/1/57 to 9/30/57	\$173.31		
Interest 10/1/57 to 10/22/57	42.35		
			<u>215.66</u>
Amount of mortgage indebtedness -----			\$11,763.96

William W. Townshend, Jr.

William W. Townshend, Jr.,
Attorney named in mortgage

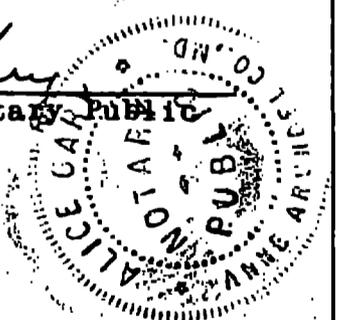
State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 18th 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 acknowledged the above statement of mortgage claim to be just and true as therein set forth.

Witness my hand and Notarial seal.

Alice Gary

Alice Gary, Notary Public



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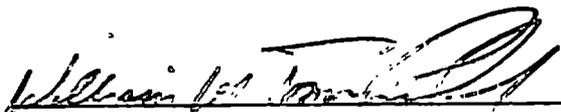
In the Matter of the : NO. 12,330 EQUITY
 Mortgaged Real Estate : IN THE
 of Walton J. Hogue,,Widower : CIRCUIT COURT
 : FOR
 : ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

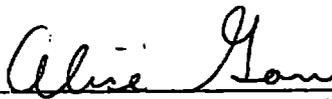
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of 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 information, knowledge and belief

- (1) said defendants are not in the military service of the United States,
- (2) said defendants are not in the military service of any nation allied with the United States,
- (3) said defendants have not been ordered to report for induction under The Selective Training and Service Act of 1940 as amended,
- (4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

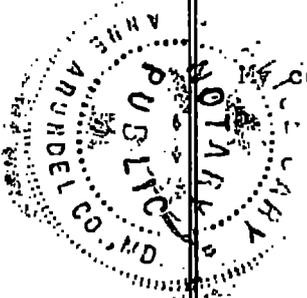

 William W. Townshend, Jr.
 Attorney named in Mortgage

Subscribed and sworn to before me this 24th day of October, 1957.



 Notary Public

My commission expires 5/4/59



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LIBER 9 PAGE 155
New Amsterdam
Casualty Company

LIBER 108 PAGE 83

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

A STOCK COMPANY

No. 12,330 Equity

BOND NO. 241708

KNOW ALL MEN BY THESE PRESENTS. 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 FOURTEEN THOUSAND AND NO/100 (\$14,000.00) 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 16th day of October, 1957.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Walton J. Hogue, Widower, to United Federal Savings and Loan Association, bearing date on or about the 18th day of April 1956, the said William W. Townshend Jr., as Attorney-Named-in-Mortgage, 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-Named-in-Mortgage is about to execute said power of sale 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
Alice Gary

William W. Townshend Jr. (SEAL)
William W. Townshend Jr.

Witness as to Surety:

S. Alvey
S. Alvey

NEW AMSTERDAM CASUALTY COMPANY
BY: *R. H. Nichols*
R. H. Nichols, Attorney-in-fact

*Bond approved this
22nd day of October, 1957.
George V. Cromwell, Clerk*

FILED

1957 OCT 22 AM 9:17

10

ROBERT H. CAMPBELL

LIBER 108 PAGE 84

No. 12,330 Equity
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 Walton J. Hogue, Widower, life tenant, dated April 18, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1018, Folio 363, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, OCTOBER 22nd, 1957

AT 11 O'CLOCK A.M.

All that tract or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the same at a pipe set on the northeast edge of an arm of Pipestone Creek, which point of beginning is North 20 degrees 17 minutes East, 75 ft. from a stone, the beginning of the conveyance from Anna Belle Roberts to Fernando Weems by deed dated the 28th day of January 1918 as recorded in Liber G.W. 132, Folio 317, etc., thence binding on said creek, North 26 degrees 20 minutes West, 129.35 ft. to the southeast edge of another arm of said creek, thence with the southeast edge of same, North 52 degrees 39 minutes East, 151.6 ft. and North 38 degrees 04 minutes East, 68 ft. to a stake set on the southeast edge of a canal; thence with said edge of said canal, North 58 degrees 59 minutes East, 375.3 ft. to a pipe set on the southwest edge of the State Road leading into the village of Shady Side; thence leaving said canal and binding on the southwest edge of said road the following two courses and distances, South 13 degrees 36 minutes East, 166.3 ft. and South 4 degrees 10 minutes East, 350.3 ft. to a pipe set on the northeast edge of a ditch, thence leaving said road and with said side of said ditch, thence leaving said road and with said side of said ditch, North 86 degrees 09 minutes West, 360 ft. to a pipe set at the northwest side of a bridge and on the first mentioned arm of Pipestone Creek; thence with the northeast edge of said arm, the following two courses and distances: North 83 degrees 32 minutes West, 99.3 ft. and North 56 degrees 30 minutes West, 38.85 ft. to the beginning. Containing 4.25 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in September 1950.

Being the same property conveyed unto Walton J. Hogue and Ada E. Hogue, his wife, by Fernando W. Weems and Mamie L. Weems, his wife, by deed dated May 25, 1944 and recorded among the aforesaid Land Records in Liber J.H.H. 310, Folio 39, and further being the same property conveyed unto Ethel M. Payne by Walton J. Hogue, Widower, reserving a life estate unto Walton J. Hogue, by deed dated March 9, 1956 and recorded in Liber G.T.C. 1007, Folio 486.

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.,
Attorney
Towns-Worth Building, South St.
Annapolis, Maryland

No. 10,530 *quit*

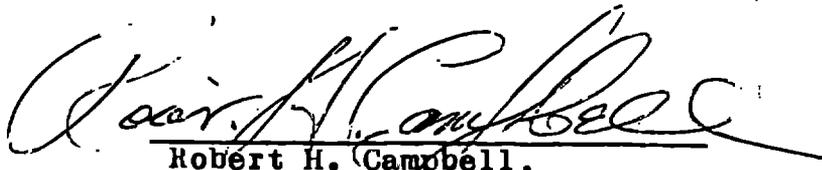
Tuesday, October 22, 1957
Annapolis, Maryland

I hereby certify that I have this 22nd day of October, 1957 sold the property of William W. Townshend, Jr., Attorney, known as containing 4.25 acres, more or less, Seventh Election District of Anne Arundel County, Maryland, unto James L. Boarman and Howard E. Talbert, as joint tenants,

at and for the sum of

Twelve Thousand Six Hundred Dollars -----(\$12,600.00)

they being then and there the highest bidders therefor.

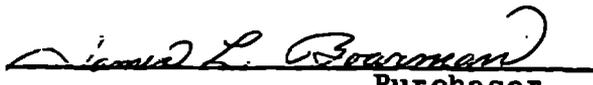

Robert H. Campbell,
Auctioneer

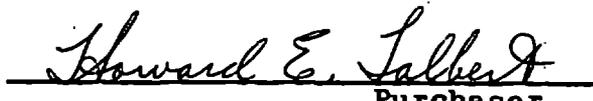
Tuesday, October 22, 1957
Annapolis, Maryland

I/We hereby certify that I/we have this 22nd day of October, 1957, purchased from William W. Townshend, Jr., Attorney the property containing 4.25 acres, more or less, Seventh Election District of Anne Arundel County, Maryland, at and for the sum of

Twelve Thousand Six Hundred Dollars -----(\$12,600.00)

and I/we hereby agree to comply with the terms of sale.


James L. Boarman Purchaser


Howard E. Talbert Purchaser

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1957 OCT 24 PM 3:04

In the matter of the mortgaged real : No. 12,330 Equity
 estate of Walton J. Hogue, Widower : In the Circuit Court for
 : Anne Arundel County

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr.,
 Attorney named in mortgage filed in these proceedings, respectfully
 shows:

That under and by virtue of a power of sale contained
 in a mortgage from Walton J. Hogue, Widower, dated April 18, 1956
 and recorded among the Land Records of Anne Arundel County in
 Liber G.T.C. 1018, Folio 363, said William W. Townshend, Jr.,
 Attorney named in mortgage to make sale of the property therein
 described in case of default, and default having occurred there-
 under, after having given due notice of the time, place, manner
 and terms of sale by advertisement in the Maryland Gazette, a news-
 paper 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 22,
 1957, at 11 o'clock A.M., and then and there sold the said property
 to James L. Boarman and Howard E. Talbert, as joint tenants, at
 and for the sum of Twelve Thousand Six Hundred Dollars (\$12,600.00),
 being at that figure the highest bidders therefor, said property
 described as follows:

ALL that tract or parcel of ground situate, lying and
 being in the Seventh Election District of Anne Arundel County,
 State of Maryland, more particularly described as follows:

BEGINNING for the same at a pipe set on the northeast
 edge of an arm of Pipestone Creek, which point of beginning is
 North 20° 17' East, 75 ft. from a stone, the beginning of the
 conveyance from Anna Belle Roberts to Fernando Weems by deed dated

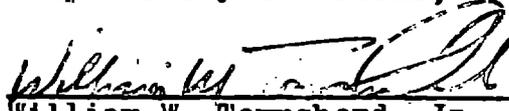
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the 28th day of January 1918 as recorded in Liber G.W. 132, Folio 317, etc., thence binding on said creek, North 26° 20' West, 129.35 ft. to the southeast edge of another arm of said creek, thence with the southeast edge of same, North 52° 39' East, 151.6 ft. and North 38° 04' East, 68 ft. to a stake set on the southeast edge of a canal; thence with said edge of said canal, North 58° 59' East, 375.3 ft. to a pipe set on the southwest edge of the State Road leading into the village of Shady Side; thence leaving said canal and binding on the southwest edge of said road the following two courses and distances, South 13° 36' East, 166.3 ft. and South 4° 10' East, 350.3 ft. to a pipe set on the northeast edge of a ditch, thence leaving said road and with said side of said ditch, thence leaving said road and with said side of said ditch, North 86° 09' West, 360 ft. to a pipe set at the northwest side of a bridge and on the first mentioned arm of Pipestone Creek; thence with the northeast edge of said arm, the following two courses and distances: North 83° 32' West, 99.3 ft. and North 56° 30' West, 38.85 ft. to the beginning. Containing 4.25 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in September 1950.

AND the said Attorney further reports that he has received from the said purchasers 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; 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.

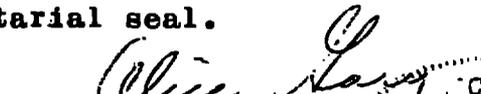
Respectfully submitted,

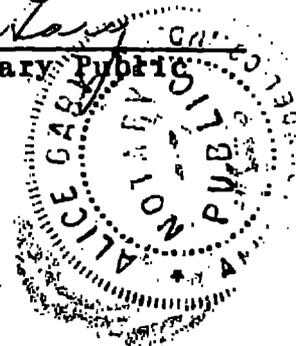

 William W. Townshend, Jr.,
 Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 24th day of October, 1957, before the subscriber, a Notary Public of the State and 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 108 PAGE 88
IN THE

IN THE MATTER OF THE MORTGAGED REAL
ESTATE OF

XXXXX

WALTON J. HOGUE, Widower

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,330 Equity

Ordered, this 24th day of October, 19 57, That the sale of the
Property in these proceedings mentioned,
made and reported by William W. Townshend, Jr., Attorney named in Mortgage,
~~XXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

was

The report states that the amount of sales ~~was~~ 12,600.00

FILED 1957 OCT 24
PM 3:04

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL
ESTATE OF

XXXXX

WALTON J. HOGUE, Widower

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of December, 1957
that the sale made and reported by the ~~XXXXX~~ Attorney Named in Mortgage ~~XXXXX~~ aforesaid, be and the same ~~XXXXX~~ hereby ~~XXXXX~~ 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 ~~XXXXX~~ Attorney Named in Mortgage allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1957 DEC 11 PM 2:32

Matthew J. Crane
Judge

Maryland Gazette

LIBER 108 PAGE 89

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., *December 9*, 19*57*

We hereby certify, that the annexed _____

Order nisi Sale
Eq. 12,330.

Walton J. Hogue

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 *2nd* _____

day of *December*, 19*57*. The first

insertion being made the *31st* _____ day of

October, 19*57*.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

Order Nisi
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,330 Equity

In the Matter of the Mortgaged
Real Estate of

WALTON J. HOGUE, Widower

Ordered, this 24th 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 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.

The report states that the amount of sale was \$12,600.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk
N-21

FILED

No. M. C. *1254* / *DEC 10* - AM 11:43

16

Dr.

In the Matter of the Mortgaged Real Estate of Walton J. Hogue, in ac.

	Widower		
To Attorney for fee, viz:	100	00	
To Attorney for Commissions, viz:	411	15	511 15
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	70	00	
Capital-Gazette Press - order nisi (sale)	8	00	
Capital-Gazette Press - order nisi (acct)	6	00	
Speer Publications, Inc. - handbills	17	02	
New Amsterdam Casualty Co. - bond premium	56	00	
Robert F. Campbell - auctioneer's fee	45	00	
One-half Federal documentary stamps	7	15	
One-half State documentary stamps	7	15	
Alice Gary - notary fees	1	50	217 82
To United Federal Savings and Loan Ass'n of Glen Burnie, Maryland, mortgagee - in full for mortgage claim filed	11,763	96	11,763 96
To Walton J. Hogue, mortgagor - this bal- ANCE	180	09	180 09
			12,724 52

with

William W. Townshend, Jr., Attorney named in Mortgage Cr.

1957

October 22

Proceeds of Sale

12,600 00

Interest on deferred payment of
\$12,100.00 to 12/13/57

104 94

12,704 94

Refund 1957 State and County taxes
(\$101.29) adjusted to 10/22/57

19 58

19 58

12,724 52

ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

1957 DEC 23 AM 9:47

In the Matter of the

Mortgaged Real Estate

of ~~PERSONS~~

WALTON J. HOGUE,

Widower

No. 12,330

Equity.

ORDERED, This 23^d day of December, 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 ~~January~~ FEBRUARY next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of FEBRUARY next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of February, 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~~ *proceeds* apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 FEB 13 AM 10:49

Matthew S. Evans
Judge

Maryland Gazette

LIBER 108 PAGE 94 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 11, 1958

We hereby certify, that the annexed

Order Nisi, Eq. 12,330
Auditor account

Walter J. Hogue
was published in

Maryland Gazette

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

successive weeks before the 3rd

day of February, 1958. The first

insertion being made the 2nd day of

January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,330 Equity

In the Matter of the Mortgaged Real Estate of WALTON J. HOGUE, Widower Ordered, this 23rd day of December, 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 February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of February next.

GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk J-16

No. M. G. 14954

1958 FEB 10 PM 12:14

In the matter of the mortgaged : No. 12357 Equity
real estate of Frank B. Parkey : In the Circuit Court for
and Joan M. Parkey, his wife : Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file the original
mortgage herewith.



William W. Townsend, Jr.,
Attorney named in mortgage

FILED

1957 OCT -1 PM 1:52

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Bldg., South Street
Annapolis, Md.

A T T O R N E Y ' S S A L E
OF

LIBER 108 PAGE 96

12,352 *County*

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Frank B. Parkey and Joan M. Parkey, his wife, dated August 26, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 959, Folio 407, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, OCTOBER 29, 1957

at 12:00 noon

All that fee simple property situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, described as follows:

BEGINNING for the same on the northeast side of Beach Drive, laid out 40 ft. wide, at a point distant North 32° 54' West, 602.64 ft. from the intersection of the northeast side of Beach Drive with the north side of Central Avenue Highway, said point of beginning being also distant North 51° 45' East, 40.18 ft. from a buried concrete marker in the north corner of Lot 9, Block C, and running thence and binding on the southeast side of Hazelwood Road, North 51° 45' East, 152.34 ft., more or less, to the divisional line of Lots 21 and 22 of Block B as shown on the hereinafter mentioned plat; thence at right angles and with said divisional line southeasterly 150 ft., more or less, to the divisional line of Lots 22 and 23 of Block B on said plat; thence with said last mentioned divisional line South 51° 45' West, 166.37 ft., more or less, to the said northeast side of Beach Drive; thence with the northeast side of Beach Drive North 32° 54' West, 150.66 ft. to the beginning. Being and intending to hereby convey Lot No. 22 of Block B as laid down on the plat of "Partial Layout of Subdivision of Hazelwood" filed among the Plat Records of Anne Arundel County in Plat Book 19, Folio 30.

Being the same property conveyed unto Frank B. Parkey and Joan M. Parkey, his wife, by A. B. Shea Parkey, divorced, by deed dated August 26, 1955 and recorded among the aforesaid Land Records in Liber G.T.C. 959, Folio 405.

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:

Wm. W. Townshend, Jr., Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

Robert H. Campbell, Auctioneer

FILED

1957 OCT -1 PM 1:52

No. 12, 352 Equity

PURCHASE MONEY

This Mortgage,

made this 26TH day of August

in the year one thousand nine hundred and fifty-five, between

FRANK B. PARKEY and JOAN M. PARKEY, 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 SEVEN DOLLARS - - - - - (\$47.00) 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 26th 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 that

lot(s) of ground situate and lying in

First Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same on the northeast side of Beach Drive, laid out 40 feet wide, at a point distant North 32° 54' West, 602.64 ft. from the intersection of the northeast side of Beach Drive with the north side of Central Avenue Highway, said point of beginning being also distant North 51° 45' East, 40.18 ft. from a buried concrete marker in the north corner of Lot 9, Block C, and running thence and binding on the southeast side of Hazelwood Road, North 51° 45' East, 152.34 ft., more or less, to the divisional line of Lots 21 and 22 of Block B as shown on the aforesaid plat; thence at right angles and with said divisional line southeasterly 150 ft., more or less, to the divisional line of Lots 22 and 23 of Block B on said plat, thence with said last mentioned divisional line South 51° 45' West, 166.37 ft., more or less, to the said northeast side of Beach Drive; thence with the northeast side of Beach Drive North 32° 54' West, 150.66 ft. to the beginning, being and intending to hereby convey Lot No. 22 of Block B as laid down on the plat of "Partial Layout of Subdivision of Hazelwood" filed among the Plat Records of Anne Arundel County in Plat Book 19, Folio 30.

BEING the same property conveyed to the within-named Mortgagors by A. B. Rhea Parkey, divorced, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1957 OCT -1 PM 11:52

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 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 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

Frank B. Parkey (SEAL)
Frank B. Parkey

Joan M. Parkey (SEAL)
Joan M. Parkey

..... (SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 26TH day of August,
 in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary
 Public of the State of Maryland, in and for said County, personally appeared Frank B. Parkey and
Joan M. Parkey, 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 5/2/57

Recorded: August 29, 1955 at 1:30 P.M.

M (2)

WM. W. TOWNSHEND, JR.

Attorney

TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

PURCHASE MONEY
MORTGAGE

FROM

FRANK B. PARKEY AND

JOAN M. PARKEY, HIS WIFE

TO

UNITED FEDERAL SAVINGS &
LOAN ASSOCIATION OF
GLEN BURNIE, MARYLAND

Received for record 29 AUG
1955 at 1.30 o'clock P. M.

Same day recorded in Liber G.I.T.C
No. 959 folio 407 &c. one of

the Land Records of Anne Arundel County

and examined per
GEORGE T. CROMWELL, Clerk

Cost of Record \$ 7.50 PD

In the matter of the mortgaged real : No. 12.35 ✓ Equity
estate of Frank B. Parkey and : In the Circuit Court for
Joan M. Parkey, his wife : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Frank B. Parkey
and Joan M. Parkey, his wife, dated
August 26, 1955 and recorded among the
Land Records of Anne Arundel County in
Liber G.T.C. 959, Folio 407 ----- \$ 5,500.00

Amount paid on principal \$ 461.70
Credit in expense account 24.94 486.64
\$ 5,013.36

Interest 7/1/57 to 9/30/57 \$ 75.57
Interest 10/1/57 to 10/29/57 25.19 100.76

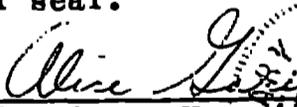
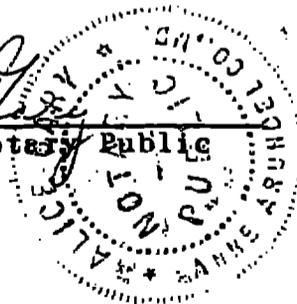
Amount of mortgage indebtedness ----- \$ 5,114.12


William W. Townshend, Jr.,
Attorney named in mortgage

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 25th day of October,
1957, before the subscriber, a Notary Public of the State and
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 as herein set
forth.

Witness my hand and Notarial seal.


Alice Gary, Notary Public


FILED

1957 OCT 29 AM 10:15

8

New Amsterdam Casualty Company

LIBER 108 PAGE 102

LIBER 9 PAGE 160

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

A STOCK COMPANY

No. 12,352 Equity

BOND NO. 241745

KNOW ALL MEN BY THESE PRESENTS: That We, William W. Townsend, 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 SIX THOUSAND, FIVE HUNDRED AND 00/100 (\$6,500.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of October, 1957.

WHEREAS: by virtue of a power of sale contained in a mortgage from Frank B. Parkey and Joan M. Parkey, his wife, to United Federal Savings and Loan Association, bearing date on or about the 26th day of August, 1955, the said William W. Townshend Jr., as Attorney-in-Mortgage, 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-Named-in-Mortgage is about to execute said power of sale 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

Alice Gary

William W. Townshend Jr. (SEAL)

William W. Townshend Jr.

Witness as to Surety:

M.S. Kraus

M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY
By *R.H. Nichols*

Attorney-in-Fact- R.H. Nichols

FILED

1957 OCT 29 AM 10:15

*Bond Approved this 29th
day of October, 1957
George T. Cromwell, Clerk*

In the Matter of the	:	NO. 12,352 Equity
Mortgaged Real Estate	:	IN THE
of Frank B. Parkey and	:	CIRCUIT COURT
Joan M. Parkey, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

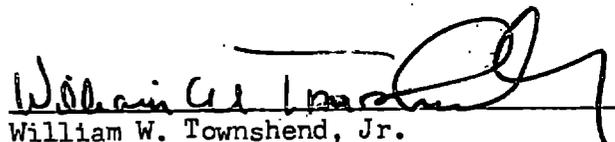
I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared William W. Townshend Jr., Attorney named in Mortgage, and made oath in due form of law that he knows the Defendants herein, and that to the best of his information, knowledge and belief

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

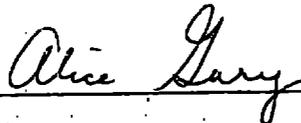
(2) said Defendants are not in the military service of any nation allied with the United States,

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

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

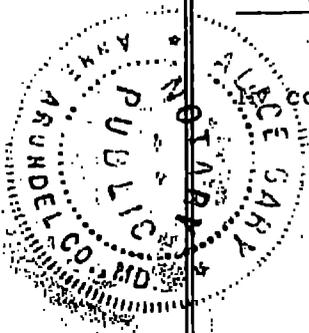

 William W. Townshend, Jr.
 Attorney named in Mortgage

Subscribed and sworn to before me this 3rd day of October, 1957.



 Notary Public

commission expires 5/4/59



FILED
 1957 NOV -4 PM 1:37

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 Frank B. Parkey and Joan M. Parkey, his wife, dated August 26, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 959, Folio 407, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, OCTOBER 29th, 1957

AT 12:00 NOON

All that fee simple property situate, lying and being in the First Election District of Anne Arundel County, State of Maryland described as follows:

BEGINNING for the same on the northeast side of Beach Drive, laid out 40 ft. wide, at a point distant North 32 degrees 54 minutes West, 602.64 ft. from the intersection of the northeast side of Beach Drive with the north side of Central Avenue Highway, said point of beginning being also distant North 51 degrees 45 minutes East, 40.18 ft. from a buried concrete marker in the north corner of Lot 9, Block C, and running thence and binding on the southeast side of Hazelwood Road, North 51 degrees 45 minutes East, 152.34 ft., more or less, to the divisional line of Lots 21 and 22 of Block B as shown on the hereinafter mentioned plat; thence at right angles and with said divisional line southeasterly 150 ft., more or less, to the divisional line of Lots 22 and 23 of Block B on said plat; thence with said last mentioned divisional line South 51 degrees 45 minutes West, 166.37 ft., more or less, to the said northeast side of Beach Drive; thence with the northeast side of Beach Drive North 32 degrees 54 minutes West, 150.66 ft. to the beginning. Being and intending to hereby convey Lot No. 22 of Block B as laid down on the plat of "Partial Layout of Subdivision of Hazelwood" filed among the Plat Records of Anne Arundel County in Plat Book 19, Folio 30.

Being the same property conveyed unto Frank B. Parkey and Joan M. Parkey, his wife, by A. B. Rhea Parkey, divorced, by deed dated August 26, 1955 and recorded among the aforesaid Land Records in Liber G.T.C. 959, Folio 405.

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:

Wm. W. Townshend, Jr., Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

no. 12,352
Equally

Annapolis, Maryland
October 29, 1957

LIBER 108 PAGE 105

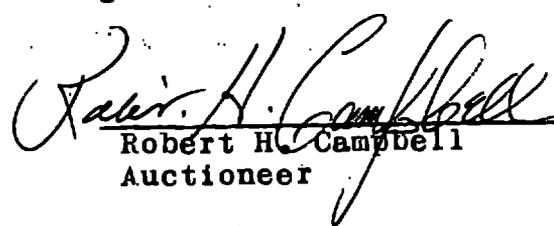
I hereby certify that I have this 29th day of October, 1957 sold the property of William W. Townshend, Jr., Attorney, known as Lot No. 22, Block B, Hazelwood, First Election District of Anne Arundel County, Maryland, unto

C AND G, INC., a body corporate,

at and for the sum of

Six Thousand Seven Hundred Fifty Dollars -----\$6,750.00

they being then and there the highest bidder(s) therefor.


Robert H. Campbell
Auctioneer

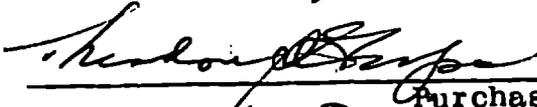
Annapolis, Maryland
October 29, 1957

I/We hereby certify that I/we have this 29th day of October, 1957, purchased from William W. Townshend, Jr., Attorney, the property known as Lot No. 22, Block B, Hazelwood, First Election District of Anne Arundel County, Maryland, at and for the sum of

Six Thousand Seven Hundred Fifty Dollars -----\$6,750.00)

and I/we hereby agree to comply with the terms of sale.

"C and G, Inc."

by: 
Theodore S. Grape, ^{Purchaser} President

Purchaser

FILED

1957 NOV -4 PM 1:37

12

In the matter of the mortgaged : No. 12,352 Equity
 real estate of Frank P. Parkey : In the Circuit Court for
 and Joan M. Parkey, 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, res-
 pectfully shows:

That under and by virtue of a power of sale contained
 in a mortgage from Frank B. Parkey and Joan M. Parkey, his wife,
 dated August 26, 1955 and recorded among the Land Records of Anne
 Arundel County in Liber G.T.C. 959, Folio 407, 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, 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 29, 1957, at 12:00 noon, and then and
 there sold the said property unto C and G, Inc., a body corporate,
 at and for the sum of Six Thousand Seven Hundred Fifty Dollars
 (\$6,750.00), being at that figure the highest bidder therefor,
 said property described as follows:

Beginning for the same on the northeast side of Beach
 Drive, laid out 40 ft. wide, at a point distant North 32° 54' West,
 602.64 ft. from the intersection of the northeast side of Beach
 Drive with the north side of Central Avenue Highway, said point of
 beginning being also distant North 51° 45' East, 40.18 ft. from a
 buried concrete marker in the north corner of Lot 9, Block C, and
 running thence and binding on the southeast side of Hazelwood Road,
 North 51° 45' East, 152.34 ft., more or less, to the divisional

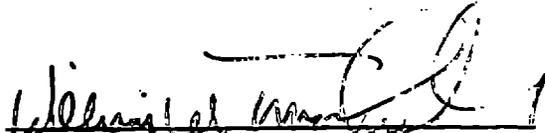
FILED

1957 NOV -4 PM 1:37

line of Lots 21 and 22 of Block B as shown on the hereinafter mentioned plat; thence at right angles and with said divisional line southeasterly 150 ft., more or less, to the divisional line of Lots 22 and 23 of Block B on said plat; thence with said last mentioned divisional line South 51° 45' West, 166.37 ft., more or less, to the said northeast side of Beach Drive; thence with the northeast side of Beach Drive North 32° 54' West, 150.66 ft. to the beginning. Being and intending to hereby convey Lot No. 22 of Block B as laid down on the plat of "Partial Layout of Subdivision of Hazelwood" filed among the Plat Records of Anne Arundel County in Plat Book 19, Folio 30.

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,

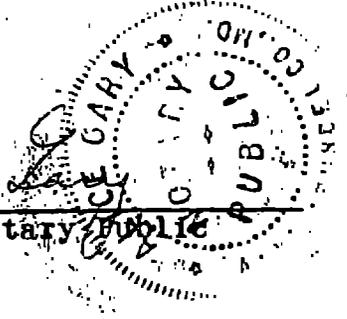

William W. Townshend, Jr.,
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of November, 1957 before the subscriber, a Notary Public of the State and 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 herein reported was fairly made.

WITNESS my hand and Notarial seal.


Alice Gary, Notary Public



ORDER NISI

LIBER 108 PAGE 108

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

~~XXXXXX~~

FRANK P. PARKEY and
JOAN M. PARKEY, his wife

No. 12,352 Equity

Ordered, this 4th day of November, 19 57, That the sale of the
property in these proceedings mentioned
made and reported by WILLIAM W. TOWNSHEND, Jr., Attorney Named in Mortgage

~~INVEST~~

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

The report states that the amount of sale ~~was~~ ^{was} \$ 6,750.00
Filed 4 Nov. 1957 - 2:00 P.M.

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

~~XXXXXX~~

FRANK P. PARKEY and
JOAN M. PARKEY, his wife

Term, 19'

ORDERED BY THE COURT, This 10th day of December, 1957
that the sale made and reported by the ~~Attorney~~ ^{Attorney} aforesaid, be and the same is hereby ~~Finally~~ ^{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 pro-
duce vouchers for the Auditor.

Matthew S. Brown
FILED Judge

1957 DEC 11 PM 2:32

15

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. 12,352 Equity

In the Matter of the Mortgaged Real Estate of FRANK P. PARKEY and JOAN M. PARKEY, his wife

Ordered, this 4th day of November, 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 9th 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 9th day of December next.

The report states that the amount of sale was \$6,750.00. 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 Sale
Eq. 12,352.

Frank P. Parkey

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 *December*, 1957. The first

insertion being made the *7th* day of

November, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

FILED

ND957. CEE-19-3
DEC 9 AM 9:35

10

Dr.

In the Matter of the Mortgaged Real Estate of Frank B. Parkey
and Joan M. Parkey, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	233	94	333	94
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	56	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	13	02		
New Amsterdam Casualty Co. - bond premium	26	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Alice Gary - notary fees	1	50	163	46
To United Federal Savings & Loan Ass'n of Glen Burnie, Maryland, mortgagee - in full for mortgage claim filed	5,114	12	5,114	12
To Frank B. Parkey and Joan M. Parkey, his wife, mortgagors - this balance	1,144	80	1,144	80
			6,807	82

1957 DEC 23 AM 9:46

ORDER NISI

In the Matter of the Mortgaged
Real Estate of
~~VERSUS~~
Frank B. Parkey
and
Joan K. Parkey, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,352 Equity.

ORDERED, This 23^d day of December, 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 3 day of ~~January~~ FEBRUARY next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of ~~January~~ FEBRUARY next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of February, 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 ~~same~~ same apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 FEB 13 AM 10:49

Matthew S. Evans
Judge

20

OFFICE OF

Maryland Gazette

LIBER 108 PAGE 114 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 11, 1958

We hereby certify, that the annexed

Order Nisi Eq. 12352
Auditor account.

Frank B. Parkey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 3rd

day of February, 1958. The first

insertion being made the 2nd day of

January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 FEB 11 PM 12:14

H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,352 Equity

In the Matter of the Mortgaged
Real Estate of

FRANK B. PARKEY and
JOAN M. PARKEY, his wife

Ordered, this 23rd day of De-
cember, 1957, That the Report
and Account of the Auditor, filed
this day in the above entitled
cause BE RATIFIED AND CON-
FIRMED, unless cause to the con-
trary be shown on or before the
3rd day of February next: Pro-
vided, 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 3rd day of Febr-
uary next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:

GEORGE T. CROMWELL, Clerk
J-16

No. M. C. 14955

21

108 110

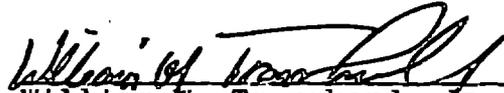
IN THE MATTER OF THE	:	No. 12575 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF JAMES A.	:	CIRCUIT COURT
LUDLOW AND LILLIAN V.	:	FOR
LUDLOW, his wife	:	ANNE ARUNDEL COUNTY

: : : : : : : : : :

MORTGAGE FORECLOSURE

MR. CLERK:

Please docket the above entitled case and file the original Mortgage herewith.


 William W. Townshend, Jr.,
 Attorney named in Mortgage.

FILED

157 NOV -4 AM 10:26

First purchase money
This Mortgage, made this 13th day of ~~February~~ March
 in the year one thousand nine hundred and fifty-seven, between

JAMES A. LUDLOW and LILLIAN V. LUDLOW, 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
 THREE THOUSAND EIGHT HUNDRED DOLLARS ----- (\$3,800.00)

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 THIRTY THREE DOLLARS ----- (\$33.00) Dollars
 plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assess-
 ments for which the property hereinafter described may be legally liable on or before the first
 day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid,
 which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water 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 dol-
 lar, 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
 Seventh Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 1, 2, 3, 4, 5 and 7, Block 15, as shown on a
 certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932,
 P. R. Rupert, Engineer, Section A" recorded among the Plat Records of Anne Arundel
 County in Cabinet 1, Rod A-1, Plat 5.

BEING the same property conveyed unto the within-named Mortgagors by Samuel H.
 Craddock and Wylodean K. Craddock, his wife, by deed of even date herewith intended
 to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1957 NOV -4 AM 10:27

The said Mortgagor(s) agree 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.

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 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 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:

Michael P. Newchick
Michael P. Newchick
Notary Public, Md.

James A. Ludlow (SEAL)
James A. Ludlow

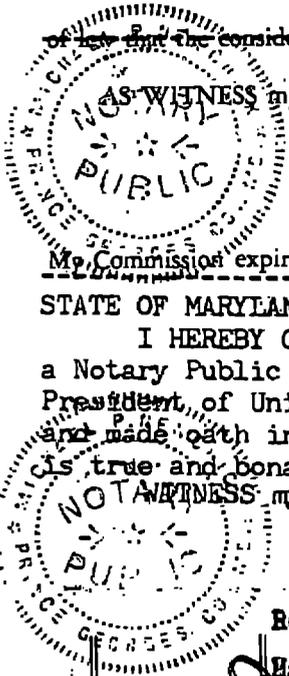
Lillian V. Ludlow (SEAL)
Lillian V. Ludlow

..... (SEAL)

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

LIBER 108 PAGE 119
day of ~~February~~ March

I HEREBY CERTIFY, that on this 7th day of ~~February~~ March, 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 said County, personally appeared James A. Ludlow and Lillian V. Ludlow, 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 Mortgage, 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.

Michael P. Newchick
Michael P. Newchick
NOTARY PUBLIC

My Commission expires *May 6, 1957*

STATE OF MARYLAND, ~~Prince George's~~ Anne Arundel County, TO WIT:

I HEREBY CERTIFY that on this 7th day of March, 1957, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert C. Ward, President of United Federal Savings and Loan Association of Glen Burnie, Mortgagor, 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.

Michael P. Newchick
~~Nowwood A. Dienske~~, Notary Public
MICHAEL P. NEWCHICK

Rec'd for record *Mar 13 1957* at *2:35 P.M.*

Mailed to *Wm. W. Townshend, Jr.*

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

FIRST PURCHASE MONEY
MORTGAGE

FROM

JAMES A. LUDLOW AND

LILLIAN V. LUDLOW, HIS WIFE

TO

UNITED FEDERAL SAVINGS &
LOAN ASSOCIATION OF
GLEN BURNIE, MARYLAND

Received for record 9 22
19 at 2:35 o'clock
Same day recorded in Liber 108 page 119
No. 104
the Land Records of Anne Arundel County
and examined per
Clerk
Cost of Record \$ 7.00

7 (2)

0

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

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 James A. Ludlow and Lillian V. Ludlow, his wife, dated March 13, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1104, Folio 226, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, NOVEMBER 26, 1957

at 11:00 A.M.

All that fee simple property situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, described as follows:

All of Lots numbered One (1), Two (2), Three (3), Four (4), Five (5) and Seven (7), Block Fifteen (15), as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932; P. R. Rupert, Engineer, Section A" recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-1, Plat 5.

Being the same property conveyed unto James A. Ludlow and Lillian V. Ludlow, his wife, by Samuel H. Craddock and Wylodean K. Craddock, his wife, by deed dated March 13, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1104, Folio 224.

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:

Wm. W. Townshend, Jr., Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

Robert H. Campbell, Auctioneer

Maryland Gazette

October 31, November 7, 14 and 21, 1957.

FILED

157 NOV -4 AM 10:27

In the Matter of the	:	NO. 12,393 EQUITY
Mortgaged Real Estate	:	IN THE
of James A. Ludlow and	:	CIRCUIT COURT
Lillian V. Ludlow, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

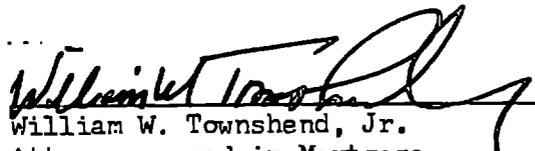
I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that he knows the Defendants herein, and that to the best of his information, knowledge and belief

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

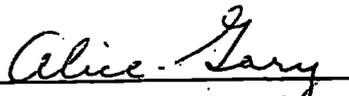
(2) said Defendants are not in the military service of any nation allied with the United States,

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

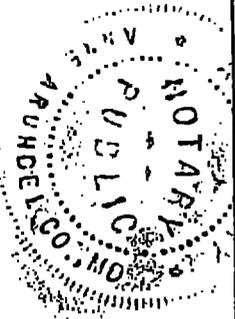
(4) said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.


 William W. Townshend, Jr.
 Attorney named in Mortgage

Subscribed and sworn to before me this 27th day of November, 1957.


 Alice Gary, Notary Public

My commission expires 5/4/59



FILED

1957 NOV 25 PM 3:11

In the matter of the mortgaged : No. 12,393 Equity
 real estate of James A. Ludlow : In the Circuit Court for
 and Lillian V. Ludlow, his wife : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from James A. Ludlow and Lillian V. Ludlow, his wife, dated March 13, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1104, Folio 226 -----		\$3,800.00
Total amount paid on principal	\$ 23.04	
Credit, expense account	<u>34.40</u>	<u>57.44</u>
		\$3,742.56
Interest August 1957 to October 1957	\$ 56.64	
Interest 11/1/57 to 11/26/57	<u>15.75</u>	<u>72.39</u>
Total amount of mortgage indebtedness -----		\$3,814.95

William W. Townshend, Jr.

 William W. Townshend, Jr.,
 Attorney named in mortgage

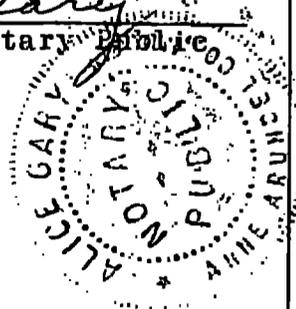
State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 22nd day of November, 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 as herein set forth.

WITNESS my hand and Notarial seal.

Alice Gary

 Alice Gary, Notary Public



FILED

1957 NOV 25 PM 3:11

2

New Amsterdam Casualty Company

LIBER 108 PAGE 123

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

A STOCK COMPANY

no 12,393

Equity

LIBER 9 PAGE 177 - BOND NO. 242192 -

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 FORTY-FIVE HUNDRED AND 00/100 (\$4500.00) 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 20th day of November, 1957.

WHEREAS, by virtue of a power of sale obtained in a mortgage from James A. Ludlow and Lillian V. Ludlow to the United Federal Savings and Loan Association, bearing date on or about the 13th day of March 1957, the said William W. Townshend Jr., 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 accrued in the payment of the principal and interest aforesaid, and the said William W. Townshend Jr. 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 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:

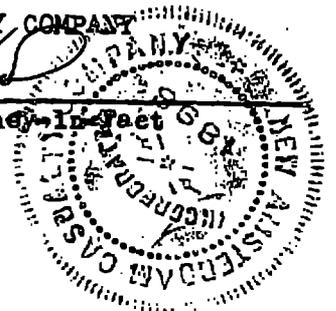
Alice Gary

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 NOV 25 PM 3:11
1957 NOV 25 PM 3:11

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 James A. Ludlow and Lillian V. Ludlow, his wife, dated March 13, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1104, Folio 226, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, November 26th, 1957

AT 11:00 A.M.

All that fee simple property situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, described as follows:

All of Lots numbered One (1), Two (2), Three (3), Four (4), Five (5) and Seven (7), Block Fifteen (15), as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A" recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-1, Plat 5.

Being the same property conveyed unto James A. Ludlow and Lillian V. Ludlow, his wife, by Samuel H. Craddock and Wylodean K. Craddock, his wife, by deed dated March 13, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1104, Folio 224.

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:

WM. W. TOWNSHEND, JR., Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

FILED

1957 NOV 27 AM 10: ;

No. 12, 393 Equity

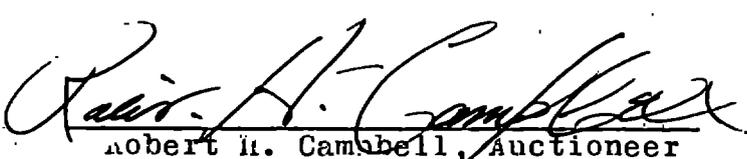
Tuesday
November 26, 1957
Annapolis, Md.

I hereby certify that I have this 26th day of November, 1957, sold the property of William W. Townshend, Jr., Attorney named in mortgage, known as Lots Nos. 1, 2, 3, 4, 5 and 7, Block 15, Avalon Shores, Section A, unto

Mialger Realty Company, Inc.,

at and for the sum of Four Thousand Two Hundred Dollars (\$4,200.00)

being at that figure the highest bidder(s) therefor.


Robert H. Campbell, Auctioneer

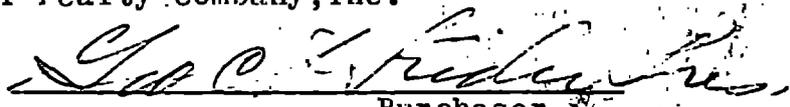
Tuesday
November 26, 1957
Annapolis, Md.

I/We hereby certify that I/We have this 26th day of November, 1957, purchased from William W. Townshend, Jr., Attorney named in mortgage, the property known as Lots Nos. 1, 2, 3, 4, 5 and 7, Block 15, Avalon Shores, Section A, Seventh Election District, Anne Arundel County, Maryland, at and for the sum of

Four Thousand Two Hundred Dollars -----(\$4,200.00)

and I/we hereby agree to comply with the terms of sale.

Mialger Realty Company, Inc. ^{Purchaser}

By: 
George C. Heider, President

FILED
1957 NOV 27 AM 10:06

11

1-27-57

In the matter of the mortgaged real:	No. 12,393	Equity
estate of James A. Ludlow and	:	In the Circuit Court for
Lillian V. Ludlow, 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 James A. Ludlow and Lillian V. Ludlow, his wife, dated March 13, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1104, Folio 226, 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, 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, November 26, 1957, at 11 o'clock A.M., and then and there sold the said property to Mialger Realty Company, Inc., a body corporate, at and for the sum of Four Thousand Two Hundred Dollars (\$4,200.00), 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 Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 1, 2, 3, 4, 5, and 7, Block 15, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Kupert,

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1957 NOV 27 AM 10:06

12

Engineer, Section A" recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-1, Plat 5.

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; 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.
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 November, 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
Alice Gary, Notary Public



ORDER NISI

LIBER 108 PAGE 128

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

XXXXXXXX

JAMES A. LUDLOW and
LILLIAN V. LUDLOW, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,393 Equity

Ordered, this 27th day of November, 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 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.

Was

The report states that the amount of sales was \$4,200.00

George T. Cromwell Clerk.

TEST: Clerk.

FILED
1957 NOV 27 AM 10:57
T. G. G. G.

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

XXXXXXXX

JAMES A. LUDLOW and
Lillian V. Ludlow, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of January, 1958, that the sale made and reported by the Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge

FILED

1958 JAN -7 PM 3:20

Maryland Gazette

LIBER 108 PAGE 129

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. 12,393 Equity

In the Matter of the Mortgaged Real Estate of JAMES A. LUDLOW and LILLIAN V. LUDLOW, his wife Ordered, this 27th day of November, 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 there- of 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.

The report states that the amount of sale was \$4,200.00. GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk D-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 28, 1957

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,393

James A. Ludlow

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 6

day of January, 1958. The first

insertion being made the 5th day of

December, 1957.

THE CAPITAL-GAZETTE PRESS, INC. FILED

No. M. G. 15425

1957 DEC 30 BY 4.00 Tilghman

15

Dr.

in ac.

In the Matter of the Sale of the Mortgaged Real Estate of
James A. Ludlow and Lillian V. Ludlow, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	156	77	256	77
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	46	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	12	94		
New Amsterdam Casualty Co. - bond premium	18	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Alice Gary - notary fees	1	50	142	63
To United Federal Savings & Loan Ass'n of Glen Burnie., Md., mortgagee - this balance on account mortgage claim	3,780	26	3,780	26
			4,231	16
Amount of mortgage claim Filed	3,814	95		
Cr. Amount allowed above	3,780	26		
Balance subject to decree in personam	34	69		

with

William W. Townshend, Jr., Attorney named in Mortgage

Cr.

1957

Nov. 26

Proceeds of Sale

4,200 00

Interest on deferred payment of

\$3,700.00 - 1 month 11 days

25 56

4,225 56

Refund 1957 State and County taxes

(\$57.14) - 1 month 4 days

5 60

5 60

4,231 16

ORDER NISI

In the Matter of the Sale of
the Mortgaged Real Estate
VERSUS of
James A. Ludlow
and
Lillian V. Ludlow, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,393

Equity

ORDERED, This 20 day of January 19 58, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of February, 1958, 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

1958 FEB 25 PM 3:33

FILED

1958 JAN 20 PM 2:34

OFFICE OF

Maryland Gazette

LIBER 108 PAGE 134

Published by

THE CAPITAL GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 13, 1958

We hereby certify, that the annexed _____

Order Nisi Aud. Acct - Eq. 12393

James A. Ludlow

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 24th

day of February, 1958. The first

insertion being made the 23rd day of

January, 1958.

THE CAPITAL GAZETTE PRESS, INC.

FILED

1958 FEB 14 PM 2:14

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,393 Equity

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

JAMES A. LUDLOW and LILLIAN V. LUDLOW, his wife

Ordered, this 20th day of January, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 24th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of February next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk
F-6

No. M. G. 15790

20

the Land Records of Anne Arundel County in Plat Book I6, pages I9 and 20, by virtue of the following conveyances:

(a). Deed dated January 20, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 455, folio 3I, from the County Commissioners of Anne Arundel County to Edward C. Armstrong and Alice E. Armstrong, his wife, as tenants by the Entireties, conveying unto them all the lots of ground above referred to, namely, lots Nos. 42, 43, 44 and 45, Section "0", as shown upon a plat of Glen Burnie Heights, which plat is recorded among the Land Records of Anne Arundel County in Plat Book I6, pages I9 and 20; copy of said deed being attached hereto, marked Exhibit No. I, and prayed to be read as a part hereof.

(b). That Alice E. Armstrong departed this life on or about January 5, 1949, thereby vesting title to the same in Edward C. Armstrong.

(c). Confirmatory Deed dated August 10th, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1151, folio 171, from Joseph H. Griscom, Sr. Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County unto Edward C. Armstrong the Complainant, herein, confirming unto him the conveyance of lots 42 and 43, Section "0", as shown upon a plat of Glen Burnie Heights, which plat is recorded among the Land Records of Anne Arundel County in Plat Book I6, pages I9 and 20; a copy of said deed being attached hereto, marked Complainant Exhibit No. 2; and prayed to be read as a part hereof.

2. That on ~~AUGUST~~ ^{SEPTEMBER 13}, 1957, Joseph H. Griscom, Sr; Treasurer of Anne Arundel County issued Certificates of Tax Sale Nos. 3464 and 3465 to County Commissioners of Anne Arundel County in accordance with Article 8I, Section 82, 83 of the Annotated Code of Maryland (195I Edition) as amended, said Certificates of Tax Sale were by proper assignment transferred to the Complainant, Edward C. Armstrong and are attached hereto

marked Exhibits Nos. 3 and 4, respectfully and prayed to be read as a part hereof.

3. That an examination of the Land Record's, Tax Record's, Equity Record's, Assessment Record's and Records in the office of the Orphans Court discloses that the title to the above lots of ground were vested as follows on the dates the properties were sold for non-payment of taxes:-

As to Lots Nos. 42 and 43,
Section "0", Glen Burnie Heights,
as shown on plat aforesaid

Assessed to:	Description on Assessment Records
Wright-- Clarence 4219 Mary Ave; Raspeburg Belair Road Baltimore, Maryland	2 Lots Section "0" Glen Burnie Heights

As to Lots Nos. 44 and 45
Section "0", Glen Burnie Heights
as shown on plat aforesaid

Assessed to:	Description on Assessment Records:
Stockwell--Earl L. Clara B, wife 1163 Barnett Street Johnstown, Pa.	Lets 44 and 45, Section "0", Glen Burnie Heights.

4. That Clarence Wright became vested of title to lots numbers 42 and 43, Section "0", Glen Burnie Heights, as shown on the plat aforesaid by virtue of a deed dated July 12, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 75, folio 375, from The Workman's Co-Operative Realty Company, Incorporated to him.

5. That the assessment records disclose that two lots of ground in Section "0", Glen Burnie Heights were assessed to Clarence Wright and that lots Nos. 42 and 43 Section "0",

formerly shown on the assessment records to be assessed to The Workman's Co-Operative Realty Company, Incorporated, were transferred to the account of Clarence Wright, all as may be seen according to the assessment records of Anne Arundel County for the year 1924 and previous years.

6. That under the Tax Sale Proceedings filed in Tax Sale No. 3870, recorded in Tax Sale Liber F.A.M. No.21, folio 309, "Two lots, Section O at Glen Burnie Heights," assessed to Clarence Wright, 4219 Mary Avenue, Raspeburg, Belair Road, Baltimore, Maryland; were sold by the Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County on October 15, 1935 for \$23.76.

7. That Clarence Wright at the time of said sale was assessed with only two lots of ground in the development known as Glen Burnie Heights, which lots of ground were in fact lots 42 and 43, Section "O", Glen Burnie Heights, as shown upon the plat aforesaid, and that subsequently your Complainant became vested with title to said lots as hereinabove stated in paragraph one of this bill of complaint.

8. That Earl L. Stockwell and Clara B. Stockwell, his wife, became vested of title to lots numbers 44 and 45, Section "O", Glen Burnie Heights, as shown on the plat aforesaid by virtue of a deed dated May 16, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No.60, folio 174, from The Workman's Co-Operative Realty Company, Incorporated to them.

9. That under Tax Sale proceedings filed in Tax Sale No.3194, recorded in Tax Sale Liber F.A.M. No.15, folio 193, lots 44 and 45, Section O at Glen Burnie Heights, assessed to Earl L. and Clara B. Stockwell, were sold by the Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County on October 13, 1936, for \$15.43, and that subsequently

your Complainant became vested with title to said lots of ground as hereinabove stated in paragraph one of this bill of complaint.

IO. To redeem these properties it is necessary for the Defendants to pay the respective sums of money set forth in paragraphs six and nine of this bill of complaint regarding the lots therein referred to, with interest from date of sale to date of redemption, and all penalties accruing subsequent to the dates of sale and reimburse the Complainant for said amounts due under Section 92, 93, 94, IO8 and IO9 of Article 8I of the Annotated Code of Maryland (I95I Edition) as amended.

II. Some of the Respondents are non-residents of the State of Maryland.

I2. Said properties have not been redeemed by any of the parties of interest although more than a year and a day from the date of sale has expired.

TO THE END, THEREFORE:

A. That the Complainant prays for process directed to the above mentioned Respondents at the last known address of each of the Respondent commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

B. That the Complainant pray the Court to pass a final decree foreclosing all rights of redemption of the Respondents in and to the said property herein mentioned.

C. That this Bill of Complaint be amended and that additional parties be made respondents hereto if the same becomes necessary or adviseable.

D. And for such other and further relief as the nature of this case may require and to the Court may seem just and proper.

And, as in duty bound, etc.

Thomas E. Chance

Thomas E. Chance
Solicitor for Complainant
Box IOI- Glen Burnie, Md.

Edward C. Armstrong
Edward C. Armstrong

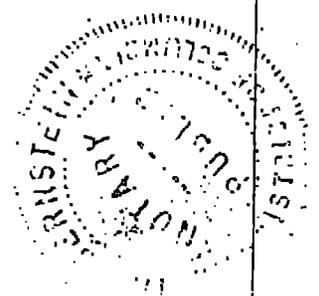
I HEREBY CERTIFY, that before me, the subscriber
a Notary Public in and for the City of Washington, District of
Columbia; personally appeared Edward C. Armstrong and made oath
in due form of law that the matters and facts set forth in the
foregoing bill of complaint are true to the best of his knowledge
and beleif.

Witness my hand and seal notarial this 23rd
day of August, 1957.

Alvin Bernstein

ALVIN BERNSTEIN Notary Public

My Commission expires 7-31-62



This Deed, made this 20th day of January 1948, by and between the County Commissioners of Anne Arundel County, a body corporate, party of the first part, Grantor, and Edward C. Armstrong and Alice E. Armstrong, his wife, parties of the second part, Grantees, of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of FIVE (\$5.00) Dollars and for 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 all of its right, title and interest unto the said Edward C. Armstrong and Alice E. Armstrong, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple, in and to all those lots or parcels of ground, situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and described as follows:

LOTS NOS. 42, 43, 44 and 45 in Section 0 at Glen Burnie Heights.

Being the same property which was conveyed to the said party of the first part by the following deeds: (1) From Joseph H. Griscom, Sr., dated January 19, 1948, and recorded among the Land Records of Anne Arundel County prior hereto and (2) From Joseph H. Pepper, dated January 19, 1948 and recorded among the aforesaid Land Records prior hereto; and being also the same property which was conveyed to (1) G. Percy Plitt and wife by Jas. W. Hamilton and wife, by deed dated February 6, 1929, and recorded in Liber F.S.R. No. 39, folio 485, and (2) Earl L. Stockwell and wife, by Workmen's Co-operative Realty Company, by deed dated May 16, 1923 and recorded in Liber W.N.W. No. 60, folio 174.

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

Exhibit No. 1

1957 SEP 25 PM 1:27

FILED

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Edward C. Armstrong and Alice E. Armstrong, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple.

WITNESS the signature of Weems R. Duvall, President of the County Commissioners of Anne Arundel County, a body corporate, and the corporate seal thereof duly affixed and attested by its Clerk.

Attest:

R. Harry Arnold
R. Harry Arnold, Clerk

County Commissioners of Anne
Arundel County, a body
corporate,

BY Weems R. Duvall
Weems R. Duvall, President

State of Maryland, Anne Arundel County, To Wit:

I hereby certify that on this 20th day of January, 1948, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Weems R. Duvall President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the foregoing instrument to be the act and Deed of said body corporate.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Katherine H. McCutchan - (SEAL)
Katherine H. McCutchan - Notary
Public

Recorded Febraury 10th, 1948 at I.P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Deed is a true copy as recorded in Liber J. H. H. No. 455 Folio 31, 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 5th day of September, A. D., 1957.

George T. Cromwell. Clerk.
GEORGE T. CROMWELL

NO STAMPS REQUIRED.

No. 12,338 Equity

THIS CONFIRMATORY DEED, made this 10th day of August, 1957, by and between Joseph H. Griscom, Sr; Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County, a body corporate of the State of Maryland, parties of the first part; and Edward C. Armstrong party of the second part.

WHEREAS by Deed dated January 20, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.R. No. 454, folio 46, Joseph H. Griscom, Sr; Treasurer of Anne Arundel County conveyed unto the County Commissioners of Anne Arundel County, lots Nos. 42 and 43 in Section "O" at Glen Burnie Heights, and,

WHEREAS by Deed dated January 20, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.R. No. 455, folio 31, the County Commissioners of Anne Arundel County conveyed said lots of ground to the above named party of the second part and Alice E. Armstrong, his wife, as tenants by the entireties, the said Alice E. Armstrong having since departed this life on or about January 5, 1949, thereby vesting title to the same in the party of the second part, and,

WHEREAS said deeds by description conveyed lots 42 and 43, Section "O", Glen Burnie Heights to the said party of the second part and Alice E. Armstrong, his wife, but referred to said lots as being the same lots of ground contained in a deed dated February 6, 1920, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No.39, folio 485, from Jas. W. Hamilton and wife to G. Percy Plitt, and,

WHEREAS the above lots of ground were actually described in a deed dated July 12, 1920 and recorded among the Land Records of Anne Arundel County in Liber C.E.R. No.75, folio 375, from The Workman's Co-Operative Realty Company, Incorporated, unto Clarence Wright, whose property was subsequently sold for non payment of taxes under Tax Sale Proceedings No.3870,

Exhibit No. 2.

1957 SEP 25 PM 1:28
FILED

recorded in Tax Sale Liber P.A.M. No.21, folio 309, and purchased by the County Commissioners of Anne Arundel County at said sale on October 15, 1935, and,

WHEREAS it was obviously the intention of the County Commissioners of Anne Arundel County to convey Lots 42 and 43 in Section "O", Glen Burnie Heights, being the same property described in the above deed to Clarence Wright and subsequently sold under Tax Sale No.3870, therefore, in order to clarify the description and any question as to what lots of ground were intended to be conveyed these presents are executed

Now, therefore, in consideration of the sum of ten dollars(\$10.00) and other good and valuable considerations, the said parties of the first part do hereby grant, convey and confirm unto the party of the second part, his heirs and assigns, in fee simple, all those lots of ground situate in the third election district of Anne Arundel County, and described as follows:

Lots Nos. forty-two(42) and forty-three(43) in Section "O", as shown on a plat of Glen Burnie Heights, which plat is recorded among the Land Records of Anne Arundel County in Plat Book I6, pages 19 and 20.

Being the same lots of ground which by deed dated July 12, 1920 and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No.75, folio 375, were granted and conveyed by The Workman's Co-Operative Realty Company, Incorporated unto Clarence Wright.

And being also the same property which was sold for non-payment of taxes under Tax Sale No.3870, hereinabove referred to by the Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County.

Together with all the rights, alleys, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lots of ground unto and to the said Edward C. Armstrong, his heirs and assigns, in fee simple.

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

s/ Joseph H. Griscom, Sr. (SEAL)
Joseph H. Griscom, Sr.
Treasurer of Anne Arundel County

Witness:-

s/ Ruth M. Loving
Ruth M. Loving

s/ Lucy F. Loskosky
Lucy F. Loskosky

County Commissioners of Anne Arundel County, a body corporate

(ANNE ARUNDEL COMMISSIONERS SEAL) by: s/ George E. Frank
George E. Frank
Acting President

Anne Arundel County, State of Maryland, to wit:

I HEREBY CERTIFY that on this 11th day of ~~August~~ Sept. 1957 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and duly acknowledged the foregoing instrument to be his act and deed.

WITNESS my hand and Notarial Seal.

(NOTARY SEAL)

s/ Ruth M. Loving
Ruth M. Loving
Notary Public

Anne Arundel County, State of Maryland, to wit:

I HEREBY CERTIFY that on this 11th day of ~~August~~ Sept. 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Frank acting President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the foregoing instrument to be the act and Deed of said body corporate.

WITNESS my hand and Notarial Seal.

(NOTARY SEAL)

s/ Virginia M. Conley
Virginia M. Conley
Notary Public

Rec'd for record Sept 16 1957 at 11:12 a.
Mailed to Thomas E. Chance

12

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing
CONFIRMATORY DEED is truly taken and copied from
the original left for recording in Liber G.T. C.
1151, folio 171, 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 16th
day of September, A.D.,
1957.

George T. Cromwell, Jr.
George T. Cromwell, Clerk

No. 12,338 Equity

A 3464

CERTIFICATE OF TAX SALE

Joseph H. Pusey, Successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the

County of Anne Arundel hereby certify that on October 14th 1935 I sold to *Charles*

Account of Commissioners at public auction for the sum of 23.76 Dollars and

Cents, of which 23.76 Dollars has been paid as a deposit on the property

in District 3 described as *being known as lots 142 + 143 see*

as shown on the plat of Glen Burnie Heights

and assessed to *Clarence Wright*

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 13th day of September 19 57

Joseph H. Pusey
Collector.

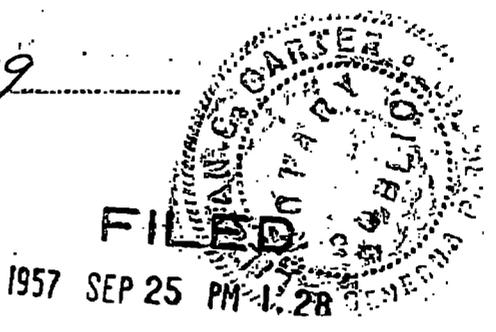
State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of Sept 1957, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, *Joseph H. Pusey* Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial, *Lillian J. Porter*
Notary Public.

My Commission Expires *May 4, 1959*

Exhibit No. 3
14



No. 12,338 Equity

For value received the County Commissioners of Anne Arundel County hereby assign the within Certificate of Tax Sale unto Edward C. Armstrong

County Commissioners of Anne Arundel County

by *George E. Frank*
George E. Frank, Acting President

*9/24/57
Approved as to
form: M. M. ...
Counsel*

WITNESS the hand of George E. Frank, Acting President of the County Commissioners of Anne Arundel County and its corporate seal affixed and attested by its Clerk this 24th day of

September, 1957.

ATTESTED:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

No. 12,338 Equity

A 3465

CERTIFICATE OF TAX SALE

I, Joseph A. Gussom ^{Successor to Joseph H. Pepper.} Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1936, I sold to Earl L. Stockwell ~~Walter B. Clifton~~ at public auction for the sum of 18 ⁴³/₁₀₀ Dollars and

18 ⁴³/₁₀₀ Cents, of which 18 ⁴³/₁₀₀ Dollars has been paid as a deposit on the property

in District #3 described as Lots 44-45 Sec. O, as shown on the plat of Glen Burnee Heights

and assessed to Earl L. + Clara B. Stockwell

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 14th 1937 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 13th day of September 1957

Joseph A. Gussom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of September, 1957 before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph A. Gussom, 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 Oct. 25, P.M. 11:28



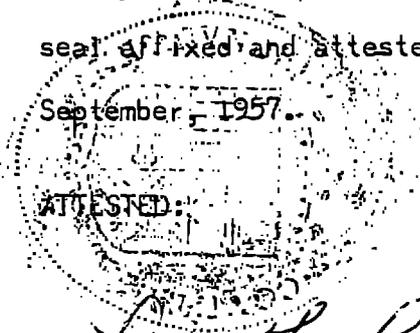
No. 12,338 Equity

For value received the County Commissioners of Anne Arundel County hereby assign the within Certificate of Tax Sale unto Edward C. Armstrong.

County Commissioners of Anne Arundel County
by George E. Frank
George E. Frank, Acting President

9/19/57
Approved as to form
James H. Underhill, Clerk

WITNESS the hand of George E. Frank, Acting President of the County Commissioners of Anne Arundel County and its corporate seal affixed and attested by its Clerk this 24th day of



September, 1957.

ATTESTED:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

NA

Thomas E. Chance
Attorney at Law
P.O. Box 101
Glen Burnie, Maryland

.....

EDWARD C. ARMSTRONG
5905- 32nd. Street, N.W.
Washington 15, D.C.

IN THE

Complainant

Vs.

CIRCUIT COURT

CLARENCE WRIGHT
4219 Mary Avenue
Raspeburg
Belair Road
Baltimore, Maryland

AND

FOR

EARL L. STOCKWELL
and CLARA B. STOCKWELL, his wife
1163 Barnett Street
Johnstown, Pennsylvania

ANNE ARUNDEL COUNTY

AND

all of the above persons, if living,
their heirs and assigns, and any and
all persons having or claiming to
have any interest in the properties
known as lots Nos. 42, 43, 44 and 45,
Section "O", as shown upon a plat of
Glen Burnie Heights, which plat is
recorded among the Land Records of
Anne Arundel County in Plat Book 16,
Pages 19 and 20.

EQUITY NO. 12,338

Respondents

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

ORDER OF PUBLICATION

The object and purpose of this proceeding is to secure
the foreclosure of all rights of redemption of the Respondents in
and to the following described property, located in the Subdivision
of Glen Burnie Heights, Anne Arundel County, State of Maryland.

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

FILED

1957 SEP 25 PM 1:27

Lots 42 and 43, Section "0", Glen Burnie Heights.

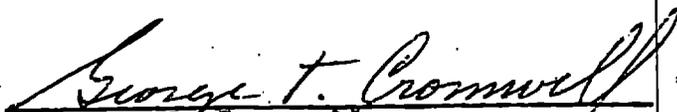
Being the same property described in a deed dated July 12, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No.75, folio 375, from The Workman's Co-Operative Realty Company, Incorporated, to Clarence Wright. (See Tax Sale Proceeding No.3870).

Lots 44 and 45, Section "0" Glen Burnie Heights.

Being the same property described in a deed dated May 16, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No.60, folio 174, from The Workman's Co-Operative Realty Company, Incorporated to Earl L. Stockwell and Clara B. Stockwell, his wife. (See Tax Sale Proceeding No. 3194).

The bill of complaint states, among other things, that the amounts necessary for redemption have not been paid, although a year and a day from the date of sale has expired.

It is thereupon, this 25th day of September, 1957, by the Circuit Court for Anne Arundel County, in Equity, Ordered that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 4th day of December 1957, and redeem the property and answer the bill of complaint or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Complainant a title free and clear of all encumbrances.


George T. Cromwell,
Clerk of the Circuit Court
of Anne Arundel County.

THOMAS E. CHANCE
Attorney at Law
P.O. Box 101
Glen Burnie, Maryland

IN THE
CIRCUIT COURT

FOR

Anne Arundel County

Equity No. 12,338

EDWARD C. ARMSTRONG
5005 32nd Street, N.W.
Washington 15, D.C.

Complainant

versus

CLARENCE WRIGHT
4219 Mary Avenue
Raspehurg
Belair Road
Baltimore, Maryland

and
EARL L. STOCKWELL and
CLARA B. STOCKWELL, his wife
1163 Barnett Street
Johnstown, Pennsylvania

and
All of the above persons, if living,
their heirs and assigns, and any
and all persons having or claim-
ing to have any interest in the
properties known as lots Nos.
42, 43, 44 and 45, Section "O",
as shown upon a plat of Glen
Burnie Heights, which plat is
recorded among the Land Rec-
ords of Anne Arundel County in
Plat Book 16, Pages 19 and 20.
Respondents

Order Of
Publication

The object and purpose of this
proceeding is to secure the fore-
closure of all rights of redemp-
tion of the Respondents in and to
the following described property,
located in the Subdivision of Glen
Burnie Heights, Anne Arundel
County, State of Maryland.

Lots 42 and 43, Section "O",
Glen Burnie Heights.

Being the same property de-
scribed in a deed dated July 12,
1920 and recorded among the
Land Records of Anne Arundel
County in Liber W.N.W. No. 75,
folio 375, from The Workman's
Cooperative Realty Company, In-
corporated, to Clarence Wright.
(See Tax Sale Proceeding No.
3870).

Lots 44 and 45, Section "O"
Glen Burnie Heights.

Being the same property de-
scribed in a deed dated May 16,
1923 and recorded among the
Land Records of Anne Arundel
County in Liber W.N.W. No. 60,
folio 174, from The Workman's
Cooperative Realty Company, In-
corporated to Earl L. Stockwell
and Clara B. Stockwell, his wife.
(See Tax Sale Proceedings No.
3194).

The bill of complaint states,
among other things, that the
amounts necessary for redemp-
tion have not been paid; although
a year and a day from the date
of sale has expired.

It is thereupon, this 25th day
of September, 1957, by the Circuit
Court for Anne Arundel County,
in Equity, Ordered that notice by
publication be given by insertion
of a copy of this Order in some
newspaper having a general cir-
culation in Anne Arundel County
once a week for four successive
weeks, warning all persons in-
terested in said property to be
and appear in this Court by the
4th day of December, 1957, and
redeem the property and answer
the bill of complaint or there-
upon a final decree will be ren-
dered foreclosing all rights of re-
demption in the property and vest
in the Complainant a title free
and clear of all encumbrances.

GEORGE T. CROMWELL
Clerk of the Circuit Court
of Anne Arundel County

True Copy: TEST
GEORGE T. CROMWELL
Clerk

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 7, 1957

We hereby certify, that the annexed

Order of Publication
Eq. 12, 338 Property

Clarence Wright

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 4th

day of December, 1957. The first

insertion being made the 3rd

day of October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 NOV -7 PM 3:03

D. Tilghman

Edward C. Armstrong
5905-32nd. Street, N.W.
Washington 15, D.C.

Complainant

Vs.

Clarence Wright
4219 Mary Avenue
Raspeburg
Baltimore, Maryland

And

Earl L. Stockwell
and Clara B. Stockwell, his wife
1163 Barnett Street
Johnstown, Pennsylvania

And

all of the above persons, if living, their
heirs and assigns, and any and all persons
having or claiming to have any interest in
the properties known as Lots Nos. 42,43,44
and 45, Section "O", as shown on a plat of
Glen Burnie Heights, which plat is recorded among
the Land Records of Anne Arundel County in
Plat Book 16, Pages 19 and 20.

In The

Circuit Court

For

Anne Arundel County

Equity No. 12,338

PETITION FOR DECREE PRO CONFESSO

The petition of Edward C. Armstrong by Thomas E. Chance, his
attorney, respectfully shows:

I. That a subpoena was issued for the following respondent and
that the same was returned twice: "NON EST".

Clarence Wright
4219 Mary Avenue
Raspeburg
Belair Road
Baltimore, Maryland

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

FILED

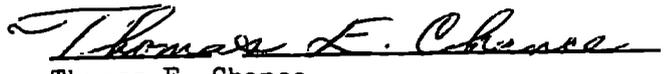
1957 DEC 13 PM 12:23

2. That a registered letter was mailed to the Respondent named in paragraph one of this petition at the address therein stated, but that the same has been returned marked "Unk-Not at Address", and is attached hereto marked Complainants Exhibit No.5.

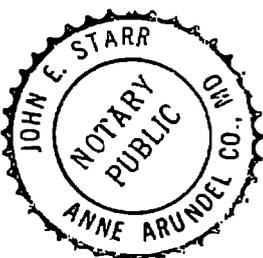
3. That the above named Respondent and the following non-resident Respondents have neither appeared nor answered as required by the Order of Publication, although the time for so doing has expired as will be seen by reference to the Certificate of Publication filed herein.

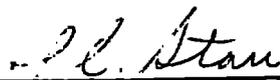
Earl L. Stockwell
and Clara B. Stockwell, his wife
1163 Barnett Street
Johnstown, Pennsylvania

Wherefore, Your Petitioner prays that this bill of complaint be taken Decree Pro Confesso against said Respondents.


Thomas E. Chance
Solicitor

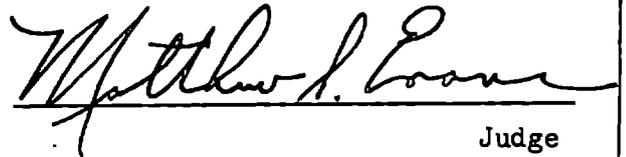
I hereby certify that on this 16th day of December 1957, before me, a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared the above named Thomas E. Chance and made oath in due form of law that the matters and facts herein above set forth are true to the best of his information, knowledge and belief.




JOHN E. STARR, Notary Public

"Unk-Not at Address", and that all of the Respondents were notified by Order of Publication and that the Order of Publication heretofore issued has been fully published in the "Maryland Gazette", a newspaper published in Annapolis, State of Maryland, and all of the Respondents having failed to appear, either in person or by Solicitor, and answer the bill of complaint filed against them.

It is, therefore, this 17th day of December, 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 as Decree Pro Confesso against said Respondents.


Judge

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

FILED
1957 DEC 18 AM 11:42

EDWARD C. ARMSTRONG
5905--32nd. Street, N.W.
Washington 15, D.C.

Complainant

Vs.

CLARENCE WRIGHT
4219 Mary Avenue
Raspeburg
Belair Road
Baltimore, Maryland

AND

EARL L. STOCKWELL
and CLARA B. STOCKWELL, his wife
1163 Barnett Street
Johnstown, Pennsylvania

AND

all of the above persons, if living,
their heirs and assigns, and any and
all persons having or claiming to
have any interest in the properties
known as lots Nos. 42,43,44 and 45,
Section "O", as shown upon a plat of
Glen Burnie Heights, which plat is
recorded among the Land Records of
Anne Arundel County in Plat Book 16,
Pages 19 and 20.

Respondents

: : : : : : : : : :

DECREE

This cause standing ready for hearing and being
submitted, the proceedings were read and considered, and it app-
ear^{the same}ing that/have been conducted in compliance with the provis-
ions of Article 81, of the Annotated Code of Maryland (1951
Edition), it is thereupon, this 20th day of January, 1958, by

FILED

1958 JAN 20 PM 2:26

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

the Circuit Court for Anne Arundel County, In Equity, Adjudged,
Ordered and Decreed.

I. That all rights of redemption of the Respondents or any one claiming by, through, from or under them, or any of them, in and to the properties described in these proceedings as having been sold by the Treasurer of Anne Arundel County for 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 accruing prior to this Decree, as well as all encumbrances and all existing tax assessments subsequent to the date of sale and the public assessments to which the same are subject are hereby vested in the Complainant, Edward C. Armstrong.

3. That the Complainant shall pay the costs of these proceedings.


Judge

Edward C. Armstrong
5905-32nd. Street; N.W.
Washington 15, D.C.

Complainant

Vs:

Clarence Wright
4219 Mary Avenue
Raspeburg
Belair Road
Baltimore, Maryland

And

Earl L. Stockwell
and Clara B. Stockwell, his wife
1163 Barnett Street
Johnstown, Pennsylvania

And

all of the above persons, if living,
their heirs and assigns, and any and
all persons having or claiming to have
any interest in the properties known as
Lots. Nos. 42,43,44 and 45, Section "O",
as shown upon a plat of Glen Burnie Heights,
which plat is recorded among the Land Records
of Anne Arundel County in Plat Book I6, Pages
19 and 20.

Respondents

Petition For Passage Of Amended Decree

To the Honorable, the Judges of Said Court:

The petition of Edward C. Armstrong, by Thomas E.

Chance, his attorney, respectfully states:

I. That on 20th day of January, 1958, this

1958 FEB 25 PM 3:15
FILED

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

Honorable Court signed a decree foreclosing the rights of certain parties in lots 42,43,44 and 45, Section "O", as shown upon a plat of Glen Burnie Heights, which plat is recorded among the Land Records of Anne Arundel County in Plat Book I6, Pages I9 and 20.

2. That in accordance with Article 8I, Section II5 the decree should have included such language as is necessary to authorize the Treasurer of Anne Arundel County to convey by deed the title to said lots of ground unto the Complainant.

3. That the Complainants attorney has also been requested to have the County Commissioners of Anne Arundel County execute the deed since the certificate of tax sale was issued by the Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County.

Therefor, may it please this Honorable Court to:

I. To execute an amended decree authorizing and directing Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County to execute and deliver to Edward C. Armstrong, his heirs and assigns, a deed in fee simple, to said property.

And as in duty bound, etc.


Thomas E. Chance- Attorney

is thereupon, this 25th day of February, 1958, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed:

I. That all rights of redemption of the Respondents or any one claiming by, through, from or under them, or any of them, in and to the properties described in these proceedings as having been sold by the Treasurer of Anne Arundel County for 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 accruing prior to this Decree, as well as all encumbrances and all existing tax assessments to which the same are subject are hereby vested in the Complainant, Edward C. Armstrong.

3. And it is further adjudged, ordered and decreed, that Joseph H. Griscom, Sr; Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County, a body corporate of the State of Maryland, prepare, execute and deliver to the said Edward C. Armstrong, his heirs and assigns, a Deed in fee simple, to said property upon payment of the purchase money due on account of the purchase price of the property, if any balance thereby, together with all taxes and other county or Municipal liens and interest and penalties thereon, accruing subsequent to the date of sale.

4. That the Complainant shall pay the costs of these proceedings.

Benjamin Michaels
Judge

THOMAS E. CHANCE
ATTORNEY AT LAW
GLEN BURNIE, MD.

FILED
1958 FEB 26 PM 12:18

WALTER S. CALWELL, : IN THE CIRCUIT COURT
Attorney Named in Mortgage :
VS. : FOR
VERNON R. CLARKE AND : ANNE ARUNDEL COUNTY
DOROTHY C. CLARKE, his wife : (In Equity)
No 12,402

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 Vernon R. Clarke and Dorothy C. Clarke, his wife to Baltimore Federal Savings and Loan Association, dated November 25th, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 728 folio 327.



Walter S. Calwell
Attorney Named in Mortgage

FILED

1957 NOV -6 AM 10:15

VA Form 4-6318 (Home Loan).
April 1951. Use optional.
Servicemen's Readjustment Act
(38 U. S. O. A. 694 (a)). Ac-
ceptable to BFO Mortgage Co.

MARYLAND

No. 12,402 Equity

MORTGAGE

THIS MORTGAGE, made this 25th day of November, A. D. 1952, by
and between VERNON R. CLARKE and DOROTHY C. CLARKE, his wife,

of Ann Arundel County in the State of Maryland, hereinafter
called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of **Fifty-seven hundred and seventy-five** Dollars (\$5775.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of **four** per centum (4%) per annum until paid, principal and interest being payable at the office of **Baltimore Federal Savings and Loan Association**, in **Baltimore 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 **Thirty-four and 75/100** Dollars (\$34.75), commencing on the first day of **December**, 1952, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **November**, 1972. 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 **Ann Arundel County**, in the State of Maryland, to wit:

BEING known and designated as Lot Numbered **Thirty-five (35)**, Block F, on the Flat of Section 1 of Arundel Village Subdivision, which Flat is recorded in Cabinet No. 3, Rod E-5, Flat No. 8 of the Flat Records of Anne Arundel County. The improvements whereon are known as No. 5331 Fourth Street.

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 Ann Arundel County immediately prior hereto which was granted and assigned by The Bedford Holding Company to the within named Mortgagors.

Plaintiff's Exhibit A

FILED

1957 NOV -6 AM 10:15

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:

Gas Range

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Sixty (\$60.00) Dollars payable half-yearly on the days of May and November in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

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

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for **thirty** days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **Walter S. Calwell and Joseph J. Callahan** its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

LIBER 108 PAGE 330

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:

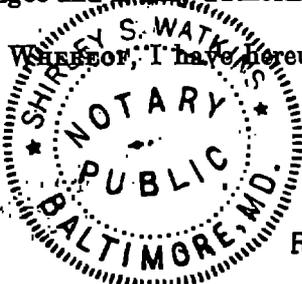
Vernon R. Clarke [SEAL]
Vernon R. Clarke
Dorothy C. Clarke [SEAL]
Dorothy C. Clarke
[SEAL]
[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 25th day of November, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared Vernon R. Clarke and Dorothy C. Clarke, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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



Shirley S. Watkins
SHIRLEY S. WATKINS Notary Public.

Recorded: December 12, 1952 at 2 P.M.

READY FOR RECORD

STATE OF MARYLAND

Mortgage

FROM

VERNON R. CLARKE and
DOROTHY C. CLARKE, his wife,

TO

BALTIMORE FEDERAL SAVINGS AND
LOAN ASSOCIATION

Received for Record Dec. 12, 1952 at 2 o'clock P.M.
Same day recorded in Liber 108 Folio 327 & Co.
one of the Land Records of G.A. Co.

said examined per
John H. Hopkins, 3rd
John H. Hopkins, 3rd, Clerk.
Cost of Record, \$

U. S. GOVERNMENT PRINTING OFFICE 16-10890-4

108

No. 12,402 Equity

MILITARY AFFIDAVIT

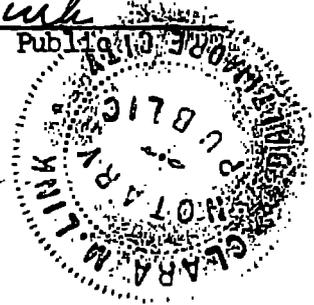
Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 1st day of November 19 57 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendant s Vernon R. Clarke and Dorothy C. Clarke, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, ~~that~~ ~~is about xxxxxx xxxxxxxxxx~~, 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 NOV -6 AM 10:15

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

VERNON R. CLARKE AND

No. 12,402

DOROTHY C. CLARKE, his wife

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from Vernon R. Clarke and Dorothy C. Clarke, his wife

to Baltimore Federal Savings and Loan Association

dated the 25th day of November 1952 and recorded among the

Land Records of Anne Arundel County in Liber J.H.H. No. 728

Folio 327

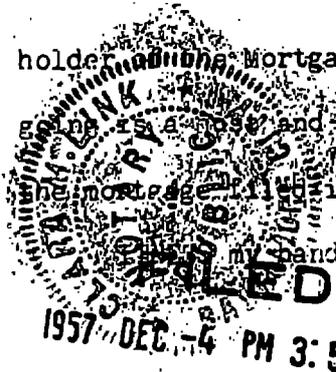
Amount of Mortgage	\$5775.00
Less - amount paid on principal	<u>943.32</u>
	4831.68
Plus - interest to 12/5/1957	<u>212.13</u>
	5043.81
Plus - overdraft in expense account	<u>105.34</u>
	5149.15

STATE OF MARYLAND, CITY OF BALTIMORE, Set.

I HEREBY CERTIFY, that on this 3rd day of December in the year nineteen hundred and fifty-seven before me, the subscriber

a Notary Public of Baltimore, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association

holder of the mortgage in the above entitled cause, and made oath that the foregoing is a true and true statement of the amount of the mortgage claim under the mortgage in the said cause now remaining due and unpaid. In witness whereof I have hereunto set my hand and Notarial seal.



Clara M. Link, Notary Public

No. 12,402 Equity 242381

LIBER

9 PAGE 183

227 ST. PAUL STREET BALTIMORE, MD.

New Amsterdam Casualty Company

LIBER

108 PAGE 172

50 JOHN STREET NEW YORK, N. Y.

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Md.

as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of.....

FIFTY-TWO HUNDRED AND 00/100 (\$5200.00) Dollars.

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 29th

day of November 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 Vernon R. Clarke and Dorothy C. Clarke, his wife, to the Baltimore Federal Savings & Loan Association

bearing date the 25th day of November nineteen hundred and fifty-two

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

No. 728, Folio 327, and he

5331 - 4th St Anne Arundel Co Md.

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

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

Walter S. Calwell

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)

Clara M. Smith

Attest:

(Seal)

(Seal)

V.N. Mercier
Assistant Secretary V.N. Mercier

NEW AMSTERDAM CASUALTY COMPANY

By George J. Cronin
Vice-President

FILED

1957 DEC -4 PM 3:56

approved this 4th day of December 1957
George J. Cronin Clerk

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

**Attorney's
Sale
OF VALUABLE
LEASEHOLD
PROPERTY**

LIBER 108 PAGE 173

Under and virtue of the power and authority contained in a Mortgage from Vernon R. Clarke and Dorothy C. Clarke, his wife, to Baltimore Federal Savings and Loan Association, dated November 25th, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 728 folio 327 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WALTER S. CALWELL, : IN THE CIRCUIT COURT
Attorney Named in Mortgage :
: FOR
VS. : ANNE ARUNDEL COUNTY
: (In Equity)
VERNON R. CLARKE AND :
DOROTHY C. CLARKE, his wife :

**Thursday,
December 5th, 1957
at 3:30 P.M.**

TO THE HONORABLE THE JUDGE OF SAID COURT:-

that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County at Arundel Village, Brooklyn-Curtis Bay Section, and described as follows:
Being known and designated Lot No. 35, Block F, on the Plat of Section 1 of Arundel Village Subdivision, which Plat is recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod E-5, Plat No. 8; the improvements whereon are known as No. 5331 Fourth Street.
Subject to the payment of an annual ground rent of \$60.00 and to restrictive covenants and/or Utility Agreements, of record, affecting the property.

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 25th, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 728 folio 327 from said Vernon R. Clarke and Dorothy C. Clarke, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

The improvements whereon consist of a brick, end of row, 2 story, 1 family dwelling, containing 4 rooms, 1 bath, forced hot air, gas fired heat.

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 5th day of December, 1957 at 3.30 P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

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

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 Circuit Court of Anne Arundel County and to bear interest date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in
Mortgage
E. T. NEWELL & CO. INC.,
Auctioneer. N-27

known as Lot No. 35, Block F, on the Plat of Section 1 of Arundel Village Subdivision, which Plat is recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod E-5, Plat No. 8; the improvements whereon are known as No. 5331 Fourth Street, more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1957 DEC -7 AM 9:20

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of \$60.00, at and for the sum of Five Thousand (\$5,000.00) 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 6th day of December, 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

ORDER NISI

LIBER 108 PAGE 175

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,402

Equity

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

VERNON R. CLARKE and
DOROTHY C. CLARKE, his wife

Ordered, this 7 day of December, 19 57, 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 13
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 13
day of January next.

was

The report states that the amount of sales ~~to be~~ 5,000.00

FILED 1957 Dec-7 AM 9:20

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

VERNON R. CLARKE and
DOROTHY C. CLARKE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of January, 19 58,
that the sale made and reported by the ~~Trustee~~ ^{Attorney} aforesaid, be and the same ~~is~~ ^{is} hereby ~~Ratified~~ ^{Finally} and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~Trustee~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1958 JAN 14 PM 3:29

Benjamin Nicholson
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. 12,402 Equity

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

VERNON R. CLARKE and

DOROTHY C. CLARKE, his wife

Ordered, this 7th day of December, 1957, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of January next.

The report states that the amount of sale was \$5,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

J-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,402.

Vernon R. Clarke.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 13th

day of January, 1958. The first

insertion being made the 12th day of

December, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

FILED

No. M. C. 14 9-06 1958 JAN 9 PM 12:52

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Vernon R. Clarke and Dorothy C. Clarke, his wife in ac.

To Attorney for Fee, viz:	50 00	
To Attorney for Commissions, viz:	180 98	230 98
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	
New Amsterdam Casualty Co. - bond premium	20 80	
E. T. Newell & Co., Inc. - auctioneer's fee	25 00	
One-half Federal documentary stamps	2 75	
One-half State documentary stamps	2 75	
Clara M. Link - notary fees	1 25	115 31
To Attorney for Ground Rent, viz: semi-annual ground rent of \$30.00 due 5/25/58 - 10 days	1 60	1 60
To Baltimore Federal Savings & Loan Association, mortgagee - this balance on account mortgage claim	4,638 57	4,638 57
		5,037 96
Amount of mortgage claim filed	5,149 15	
Cr. Amount allowed above	4,638 57	
Balance subject to decree in personam	510 58	

ORDER NISI

LIBER 108 PAGE 180

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

1958
JAN 27 PM 12:40
FILED

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Vernon R. Clarke

and

Dorothy C. Clarke, his wife

No. 12,402

Equity.

ORDERED, This 27 day of January, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3 day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of March next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of March, 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 ~~same~~ proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 MAR -7 AM 10:01

Benjamin Richardson
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 108 PAGE 181

CERTIFICATE OF PUBLICATION

Annapolis, Md., *March 4*, 1958

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

Order Nisi Eq. 12,402
Auditor account

Vernon R. Clarke

was published in

Maryland Gazette

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

successive weeks before the *3rd* -----

day of *March*, 1958. The first

insertion being made the *30th* ----- day of

January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 MAR -5 PM 12:26

V. Tilghman

Order Nisi

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

VERNON R. CLARKE and
DOROTHY C. CLARKE, his wife
ANNE ARUNDEL COUNTY
IN THE CIRCUIT COURT FOR
No. 12,402 Equity

Ordered, this 27th day of January, 1958, 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 March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of March next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-13

No. M. G. *320* -----

NO. 11,523 EQUITY

LIBER 108 PAGE 182

IN THE CIRCUIT COURT.

FOR

ANNE ARUNDEL COUNTY

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY
a body corporate

vs.

HAROLD R. BRUNK
115 William Walk
Falls Church, Va.

And any and all persons having or claiming to have any interest in the property known as lot 30 in Block 10 on Plat of Herald Harbor on the Severn, Amended Map of Section "A", in the Second Election District of Anne Arundel County, Maryland.

EMMA LEPREVOST
5306 North 9th Road
Arlington, Virginia

And any and all persons having or claiming to have any interest in the property known as lots 11, 12 and 13 in Block 86 on Plat of Herald Harbor on the Severn, Amended Map of Section "A", in the Second Election District of Anne Arundel County, Maryland.

JOSEPH E. MULLEN
MARIE K. MULLEN
3909 McKinley Street, N.W.
Washington, D.C.

And any and all persons having or claiming to have any interest in the property known as lots 47 and 48 in Block 43 Plat of Herald Harbor on the Severn Amended Map of Section "C", in the Second Election District of Anne Arundel County, Maryland.

RICHARD H. NEWELL
DOROTHY C. NEWELL,
5320 5th Street, N.W.
Washington, D.C.

and

And any/all persons having or claiming to have any interest in the property known as lots 51 and 52 in Block #19 on the Plat of Herald Harbor on the Severn, Amended Map of Section "A", in the Second Election District of Anne Arundel County, Maryland.

WILLIAM H. PARKER
2410 N. Capitol Street
Washington, D.C.

And any and all persons having or claiming to have any interest in the property known as lots 16 and 17 in Block 8 on the plat of Herald Harbor on the Severn, Section "A", in the Second Election District of Anne Arundel County, Md.

MRS, ELIZA KITCH
Plymouth, Indiana
- OTTO W. AHLGREN
HERALD HARBOR
Crownsville, Md.

And any and all persons having or claiming to have any interest in the property known as lots 8, 9 and 10 in Block 50 Plat of Herald Harbor on the Severn, Map of Section "C".

And any and all persons having or claiming to have any interest in the property known as lot 30 Block 28 Plat of Herald Harbor Map of Section "C", in the Second Election District of Anne Arundel County, Maryland

CHARLES SEWARD
EVELYN SEWARD
3604 Paine Street
Baltimore, Md.

AND any and all persons having or claiming to have any interest in the property known as lots 35, 36 and 37 in Block 148 Plat of Herald Harbor on the Severn, Map of Section "F" in the Second Election District of Anne Arundel County, Md.

CHARLES S. WACK
ELSIE V. WACK
C/O Wm. H. Myers
Route #7, York, Penna.

And any and all persons having or claiming to have any interest in the property known as lot 12 in Block 138, on the Plat of Herald Harbor on the Severn, Amended Map of Section "D", in the Second Election District of Anne Arundel County, Md.

CHESTER L. DRAKE
Tornelle G. Drake
Box 411
Annapolis, Md.

Joseph Johnson
Gertrude D. Johnson
15 Lawn Avenue
Annapolis, Md.

And any and all persons having or claiming to have any interest in the property known as lot 15 on the Revised Plat of Neuva Villa Park, made by Edward Hall, Jr., Sur. July 1931, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 332 folio 102, in the Second Election District of Anne Arundel County.

✓ JAMES POWELL
✓ JOSEPHINE POWELL
c/o S. Diggs
Waterbury, Md.

And any and all persons having or claiming to have any interest in the property known as lots 13 and 14 as shown on the plat of the "Subdivision of the property of Louis L. Lee, in the Second Election District of Anne Arundel County, Md.

✓ SAMUEL SCHENKER
330 Dewey Drive Annapolis
Admiral Heights, Md.

And any and all persons having or claiming to have any interest in the property known as lots 62 and 63 in Block 219 Plat of Palisades on the Severn, Section "H", in the Third Election District of Anne Arundel County, Md.

✓ GEORGE WESLEY WOLF
c/o Mrs. I.M. Brownley
Outing Avenue & 7th St.,
Green Haven, Pasadena, Md.

And any and all persons having or claiming to have any interest in the property known as lot 11 Section "C" on Plat of Green Haven, Hahn Sub division in the Third Election District of Anne Arundel County, Md.

✓ EVA LOUISE NEELY
604 Craycombe Avenue
Baltimore, Md.

And any and all persons having or claiming to have any interest in the property known as lot 37 in Block 18 on the Plat of Carrollton Manor, in the Third Election District of Anne Arundel County, Md.

✓ CHARLES COLBERT
HILDA COLBERT
31 Monument Street
Annapolis, Md.

And any and all persons having or claiming to have any interest in the property known as Lot 9 on the plat of the John R. Thomas Subdivision near Martin's Cove, in the Third Election District of Anne Arundel County, Md.

✓ HOWARD JACKSON
R.F.D.#2
Annapolis, Md.

And any and all persons having or claiming to have any interest in the property known as the southern part of lot Number 6, having a frontage of 50.66 feet on the County Road, leading from the State Road to Tydings on the Bay, in the Third Election District of Anne Arundel County, Md.

✓ JOHN STRONG
SALLIE M. STRONG
1701 Bruce Street
Baltimore 17, Md.

And any and all persons having or claiming to have any interest in the property known as lot 18 as shown on a plat of "Solley Heights" near Freetown in the Third Election District of Anne Arundel County, Md.

✓ LORENZA TURNER
also known as
RAMSAY TURNER, also
as RENSEY TURNER
Shady Side, Maryland

And any and all persons having or claiming to have any interest in the property described as .25 of an acre and improvements situate on the southwest side of Shady Side Road near South Creek, in the Seventh Election District of Anne Arundel County, Md.

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATOR, complaining says:

FIRST: That on or about the 13th day of October, 1953, the certificates of Tax Sale attached hereto and marked "Complainant's Exhibit No. 1", were issued by Joseph M. Griscom, Sr., Collector of Taxes for the State of Maryland, and Anne Arundel County to the County Commissioners of Anne Arundel County, which certificates are prayed to be taken as part hereof.

SECOND: That the property mentioned in said certificates is as follows:

A- Certificate No. 2319

All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, designated and known as Lot Number 30 in Block 10, Amended Map of Section "A" of Herald Harbor, said plat filed among the Plat Records of Anne Arundel County in Plat Book W.N.W.No. 3 folio 32, then in Cabinet No. 1 Rod L, folio 2, now filed in Book No. 4 folio 15. Being the same property which was conveyed to Harold R. Brunk by the County Commissioners, of Anne Arundel County, et al by deed dated October 14, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 495 folio 403, and assessed to Harold R. Brunk, whose last known address was 115 William Walk, Falls Church, Virginia. The amount due on the day of sale was \$22.20.

B- Certificate No. 2320

All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, designated and known as lots Numbers 11, 12 and 13 in Block 86 on the Plat of Herald Harbor, on the Severn, Amended Map of Section "A" said plat filed among the Plat Records of Anne Arundel County in Plat Book W.N.W.No. 3 folio 32, then in Cabinet No. 1 Rod L, folio 2, now filed in Book #4 folio 15, being the same property which was conveyed to Emma Le Prevost by the Herald Harbor, Inc. by deed dated May 1, 1926, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 4 folio 317, and assessed to Emma Le Prevost, whose last known address was 5306 North 9th Road, Arlington, Virginia. The amount due on the day of sale was \$30.97.

C- Certificate No. 2321

All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, designated and known as lots Numbers 47 and 48 Block 43 on the plat of Herald Harbor on the Severn, Amended Map of Section "C", said plat filed among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3 folio 34, then in Cabinet No. 1 Rod L, folio 4, now filed in Book 4 folio 17, and being the same property which was conveyed to Joseph E. Mullen and Marie K. Mullen, his wife, by the County

Commissioners of Anne Arundel County by deed dated March 2, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 458 folio 542, and assessed to Joseph E. Mullen and Marie Mullen, his wife, whose last known address was 3909 McKinley Street, N.W., Washington, D.C. The amount due on the day of sale was \$23.59.

D- Certificate No. 2322

All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County known and designated as lots Numbers 51 and 52 in Block 19 on the Plat of Herald Harbor on the Severn, Amended Map of Section "A", said plat filed among the Plat Records of Anne Arundel County in Plat Book W.N.W.No. 3 folio 32, then filed in Cabinet No. 1 Rod L, folio 2, now filed in Book 4 folio 15. Being the same property which was conveyed to Richard A. Newell and Dorothy C. Newell, his wife, by Sadie E. Newell, by deed dated June 26, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No.210 folio 327, and assessed to Richard A. Newell and Dorothy C. Newell whose last known address was 5320 5th Street, N.W. Washington, D.C. The amount due on the day of sale was \$15.48.

E- Certificate No. 2323

All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County known and designated as lots Number 16 and 17 in Block 8 on the Plat of Herald Harbor ~~in~~ Anne Arundel County filed in Plat Book W. N. W. No. 3 folio 2, then filed in Cabinet No. 1 Rod J, folio 2, now filed in Book 3 folio 33. Being the same property which was conveyed to William H. Parker by the Herald Harbor, Incorporated, by deed dated August 1, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 90 folio 163, and assessed to William H. Parker, whose last known address was 2410 N. Capitol Street, Washington, D.C. The amount due on the day of sale was \$32.03.

F- Certificate No. 2324.

All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County known and designated as lots 8,9 and 10 in Block 50, and lot 30 in Block 28 on the plat of Herald Harbor on the Severn, Map of Section "C" said plat filed among the Land Records of Anne Arundel County in W.N.W. No. 3 folio 3, then in Cabinet No. 1 Rod J, folio 3, now filed in Book 3 folio 34. Lots 9 and 10 being the same property which was conveyed to Elmer E. Richards by the County Commissioners of Anne Arundel County by deed dated December 31, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 142 folio 586, and therein said Section "C" is called Section "D" and referred to in the will of Elmer E. Richards under devise to Otto W. Ahlgren as lots 9 and 10 in Block 5 of Herald Harbor.

Lots 30 in Block 28 and lot 8 in Block 50, were conveyed to Elmer E. Richards by C. Albert Hodges, Treas. by deed dated June 8, 1937, and recorded among said Land Records in Liber F.A.M.No. 168 folio 50, and under said will of Elmer E. Richards was devised to Mrs. Eliza Kitch. All of said lots in Certificate No. 2324 were assessed to Elmer E. Richards, whose last known address was c/o Otto W. Algren, Herald Harbor, Crownsville, Md. The amount due on the day of sale was \$28.82.

G- Certificate No. 2325

All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lots Numbers 35, 36 and .37 in Block 148 on the Plat of Herald Harbor in Anne Arundel County, Map of Section "F", said plat recorded among the Plat Records of Anne Arundel County in W.N.W.No. 3 folio 22, then filed in Cabinet 1 Rod K, folio 8, now filed in Book No. 4 folio 6, being the same property which was conveyed to Charles Seward and Evelyn Seward, his wife, by Elizabeth Foxwell and husband, by deed dated June 5, 1943, and recorded among said Land Records in Liber J.H.H.No. 284 folio 49, and assessed to Charles Seward and Evelyn Seward, whose last known address was 3604 Paine Street, Baltimore, Md. The amount due on the day of sale was \$20.58.

Certificate No. 2326

H-/All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid, known and designated as lot Number 12 in Block 138 on the Plat of Herald Harbor on the Severn, Amended Map of Section D, said plat recorded among the Plat Records of said County in Plat Book W.N.W. No. 3 folio 23, then filed in Cabinet No. 1 Rod K- folio 9, now filed in Book 4 folio 7, and being the same property which was conveyed to Charles S. Wack by the Herald Harbor, Inc. by deed dated December 15, 1924, and recorded among the Land Records aforesaid in Liber W.N.W. No. 90 folio 248, and assessed to Charles S. and Elsie V. Wack, whose last known address was c/o Wm. H. Myers, Route #7, York, Penna. The amount due on the day of sale was \$13.76.

I- Certificate No. 2328

All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County known and designated as Lot Number 15 on the Revised Plat part of Neuva Villa Park, made by Edward Hall, Jr., Surveyor, July 1931, and Recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 332 folio 102, said lot having a frontage on Melrose Avenue of 35 feet, with an even depth of 90 feet as shown on said plat, Being the same property which was conveyed to Joseph Johnson and Gertrude D. Johnson, his wife, by Chester L. Drake and Tornelle G. Drake, his wife, by deed dated October 28, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 596 folio 586, and assessed to Chester L. Drake and Tornelle G. Drake, whose last known address was Box 411 Annapolis, Md. The amount due on the day of sale was \$14.03.

J.- Certificate No. 2329

All these two lots of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid, being known and designated as lots Numbers 13 and 14 as shown on the Plat entitled "Subdivision of Property of Louis L. Lee" recorded among the Plat Records of Anne Arundel County in Cabinet No. 3, Rod E-5, folio 11. Being the same property which was conveyed to James Powell and Josephine Powell, his wife, by Louis L. Lee and Viola M. Lee, his wife, by deed dated December 12, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 451 folio 68, and assessed to James Powell and Josephine Powell, whose last known address was c/ o S. Diggs, Waterbury, Maryland. The amount due on the day of sale was \$19.88.

K- Certificate No. 2330

All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as lots 62 and 63 in Block 219 Section H on the Plat of Palisades on the Severn, Section H, said plat filed among the Plat Records of said County in Plat Book W.M.B.No. 1 folio 22, then filed in Cabinet No. Rod B, folio 6, now filed in Book No. 1 folio 21, and being the same property which was conveyed to Samuel Schenker by Joseph H. Griscome, Sr., Treasurer of Anne Arundel County by deed dated August 4, 1949, and recorded among said Land Records in Liber J.H.H.No. 534 folio 274, and assessed to Samuel Schenker, whose last known address was 330 Dewey Drive, Admiral Heights, Annapolis, Md. The amount due on the day of sale was \$14.36.

L- Certificate No. 2332

All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, known and designated as lot 11 Section "C" as shown on the plat of Green Haven, Hahn Sub-division, said plat filed among the Plat records of said County in Plat Book W.N.W.No. 3 folio 54, then in Cabinet No.1 Rod M, folio 9, now filed in Book 4 folio 36. Being the same property which was conveyed to George Wesley Wolf by Steven J. Everd and wife, by deed dated February 15, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 102 folio 95, and assessed to George W. Wolf, whose last known address was c/o Mrs. I.M.Brownley, Outing Avenue and 7th Street, Green Haven, Pasadena, Maryland. The amount due on the day of sale was \$15.20.

M- Certificate No. 2334

All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, known and designated as Lot 37 in Block 18 as shown on the Plat of Carrollton Manor, said plat filed among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 3 folio 80, then filed in Cabinet No. 1 Rod A-3, folio 9, now filed in Book No. 9 folio 23, ~~being~~ ~~xxxxxxx~~ with an easement to the use of the property shown on said map or plat as "Community Beaches" with access to the Severn River for bathing, boating and other uncommercial uses, and with an easement of r/w over the streets, roads, places, drives, or avenues, shown on said plat, but reserving however, in such streets, roads, places, drives, or avenues, the right to install telegraph telephone and electric poles and wires, gas and water mains or to give licenses or permits for same. Being the same property which was conveyed to Eva Louise Neely by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated February 27, 1934, and recorded among said Land Records in Liber F.A.M. No. 133 folio 403, and assessed to Eva Louise Neely, whose last known address was 604 Craycombe Avenue, Baltimore, Md. The amount due on the day of sale was \$17.92.

N- Certificate No. 2335

All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, known as lot Number 9 on the plat of the property of John R. Thomas Sub-division, and described as follows: Beginning for the same at a point on the Northeast side of the County Road leading to Martin's Cove, said point being located South 67 degrees 30 minutes East 244.29 feet from the intersection formed by the south east side of a

County Road leading from St. Margaret's State Road to Mill Creek and the first mentioned County Road; said point being also the southwesternmost corner of the property conveyed by Beverley Thornton to John R. Thomas and Carrie E. Thomas, his wife, by deed dated January 1, 1918, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 4 folio 404, and running from the beginning point so fixed and with the division line between lots Numbers 9 and 10 as shown on a plat of the John R. Thomas Sub-division, North 22 degrees 30 minutes East 235 feet to a pipe (said line having passed through a pipe set 10 feet along said line for the northeast side of the first mentioned County Road); thence at right angles South 67 degrees 30 minutes East 60 feet to a pipe; thence at right angles and parallel to the first line of this description south 22 degrees 30 minutes west 235 feet to a point on the northeast side of the first mentioned County Road; (said line having passed through a pipe set 10 feet from the end thereof) with the north east side of said road North 67 degrees 30 minutes West 60 feet to the point of beginning. Being the same property which was conveyed to the said Hilda Colbert and Charles Colbert, her husband, by deed dated September 29, 1947, and recorded among said Land Records in Liber J.H.H.No. 434 folio 144, and assessed to Hilda Colbert and Charles Colbert whose last known address was 31 Monument Street, Annapolis, Maryland, The amount due on the day of sale was \$27.64.

O. Certificate No. 2338.

All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County aforesaid, being all of that part of Lot Number 6 having a frontage of 50.66 feet on the County Road leading from the State Road to Tydings on the Bay and running back for the full length of said lot having a rear depth of 50.03 feet and being the southern part of said lot number six and adjoining the lands of Labrot and Company. Being the same property which was conveyed to Howard Jackson by Charles Cromwell, widower, by deed dated May 12, 1944, and recorded among said Land Records in Liber J.H.H.No. 308 folio 7, and assessed to Howard Jackson, whose last known address was R.F.D.#2-Annapolis, Maryland. The amount due on the day of sale was \$16.51.

P.- Certificate No. 2342

All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, being known and designated as Lot Number 18 as shown on a certain plat of "Solley Heights", a development by Foxwell and Foxwell, near Freetown in Anne Arundel County, made by J.R. McCrone, Jr., January, 1947, said plat recorded in Plat Cabinet No. 3 Rod E-9, plat 2, now filed in Plat Book No. 19 folio 41, and being the same property which was conveyed to John Strong and Sallie M. Strong, his wife, by Foxwell and Foxwell, Inc. et al by deed dated February 4, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 399 folio 58, and assessed to John M. Strong and Sallie M. Strong, whose last known address was 1701 Bruce Street Baltimore 17, Md. The amount due on the day of sale was \$15.06.

Q. Certificate No. 2347

All that piece or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County aforesaid, containing .25 of an acre of land, it being the remainder of the land which was conveyed to Lorenza Turner by C. Albert Hodges, Late Treasurer, et al by deed dated February 1, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 299 folio 334, and assessed to Lorenzo Turner as .25 of an acre with improvements on the west side of Shadyside Road near South Creek, The last known address of Lorenzo Turner was Shadyside, Md.

The amount due on the day of sale was \$33.49.

Third: That said properties have not been redeemed by any party in interest although more than one year and one day from the date of sale have expired.

Fourth: The Complainant prays for process directed to the above named respondents, whose last known addresses are set out with their names after the description of each property.

Fifth: The Complainant prays for an order of publication directed to all parties in interest in the various properties.

Sixth: To redeem the properties, it is necessary for the respondents to pay the sum as set out after the description of each property, with interest from October 13, 1953, all taxes, interest and penalties accruing subsequent to the date of sale which have actually been paid by the Complainant under Section 90 and 91 of Article 81 of the Annotated Code of Maryland, 1951 Edition.

Seventh: The Complainant prays the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described therein.

And as in duty bound, etc.,

ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

BY:

Ralph L. Lowman
Ralph L. Lowman, President

Marvin I. Anderson
Marvin I. Anderson
20-U West Street
Annapolis, Maryland
Solicitor for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on the 11th day of October, 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Ralph L. Lowman, President of the County Commissioners of Anne Arundel County, a body corporate, the complainant herein, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge and belief.

Witness my hand and seal Notarial,

John T. Hile
Notary Public



Nº 2319 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer

Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to McLean

at public auction for the sum of 22 Dollars and 20

Cents, of which 22.20 Dollars has been paid as a deposit on the property

in 2nd Dist described as Lot 30 Blk 10 Sec A as shown on the Plat of Herald Harbor D. G. Co.

and assessed to Herald R. Brunk

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 14th 1954, 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 13 day of Oct 1953

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland; and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Steiner
Notary Public

My Commission Expires May 2, 1955

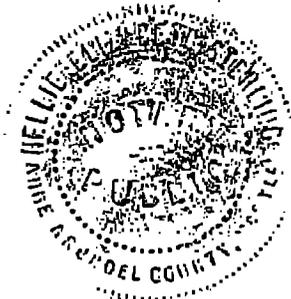


Exhibit No. 1 with Bill of Complainant

Nº 2320 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 13th 1953, I sold to A. G. Co. Town

at public auction for the sum of 30 Dollars and 97

Cents, of which 30.97 Dollars has been paid as a deposit on the property

in 2nd Dist described as Lots 11-12-13 Blk 8 Sec A

as shown on the Plat of Herald Harbor A. G. Co

and assessed to Emma L. Lo Perost

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 24th 1954, 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 13 day of Oct 1953

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sec:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955



Exhibit No. 1 with Bill of Complainant

Nº 2321 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to A. G. W. Brown

at public auction for the sum of 23 Dollars and 59

Cents, of which 23.59 Dollars has been paid as a deposit on the property

in 2nd lot described as Lots 47-48 Blk 43 Sec C as shown on the Plat of Herald Harbor A. G. W.

and assessed to Jos. E + Marie Muller

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 14th 1954, 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 13 day of Oct 1953

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, -Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

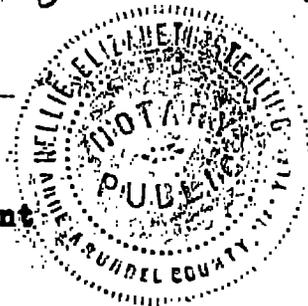


Exhibit No. 1 with Bill of Complainant

Nº 2322 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to A. G. Co. Farm at public auction for the sum of 15 Dollars and 48 Cents, of which 15.48 Dollars has been paid as a deposit on the property in 2nd dist described as Lots 51-52 Plat. 19 Sec. A as shown on the Plat of Woodward Harbor A. G. Co.

and assessed to Richard A & Dorothy E. Newell

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 14th 1954, 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 13 day of Oct 1953

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sec:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Stirling
Notary Public.

My Commission Expires May 2, 1955

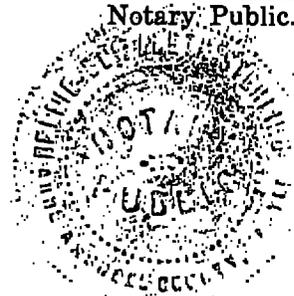


Exhibit No. 1 with Bill of Complainant

Nº 2323 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to A.G. Co. Inc. at public auction for the sum of 32 Dollars and 03 Cents, of which 32.03 Dollars has been paid as a deposit on the property in 2nd Dist described as lots 16-17 Blk 8 Sec A as shown on the Plat of Herald Harbor A.G. Co.

and assessed to Jim H. Parker

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 14th 1954, 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 13 day of oct 1953

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nelle Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

Exhibit No. 1 with Bill of Complaint



15

Nº 2324 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to A.O. Co.

at public auction for the sum of 28 Dollars and 82 Cents, of which 28.82 Dollars has been paid as a deposit on the property

in 2nd Dist described as Lot 30 Blk 28 Sec C + Lot 8 Blk 50 Sec C all as shown in the Plat of Donald Harris A.O. Co.

and assessed to Elmer E. Richards

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 14th 1954, 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 13 day of Oct 1953

Joseph H. Griscam Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscam Sr., 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,

Mellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955



Exhibit No. 1 with Bill of Complaint

N^o 2325 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to A. Q. Co. Term at public auction for the sum of 20 Dollars and 58

20.58 Cents, of which 20.58 Dollars has been paid as a deposit on the property in 2nd dist described as lots 35-36-37 Blk 148 Sec A as shown on the Plat of Herald Harbor A. Q. Co.

and assessed to Charles & Evelyn Evelyn Seward

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 14th 1954, 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 13 day of Oct 1953

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

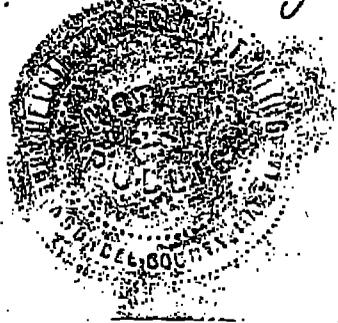
I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955

Exhibit No. 1 with Bill of Complainant



Nº 2326 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 13th 1953, I sold to Adrian Lane

at public auction for the sum of 13 Dollars and 76

Cents, of which 13.76 Dollars has been paid as a deposit on the property

in 2nd Dist described as Lt 12 Blk 138 Sec D as shown

on the Plat of Gerald Warner A. G. Co.

and assessed to Thas & Elsie G. Marks

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 14th 1954, 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 13 day of Oct, 1953

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 21, 1955



Exhibit No. 1 with Bill of Complainant

18

Nº 2328 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to A. A. Colman at public auction for the sum of 14 Dollars and 03 Cents, of which 14.03 Dollars has been paid as a deposit on the property in 2nd Dist Arundel described as Lot 15 & Imps situated at Newra Villa Park A. A. Co.

and assessed to Drake Chester H. Lornelle & Denise

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 14th 1954, 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 13 day of Oct. 1953

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Melba Elizabeth Stedman
Notary Public.

My Commission Expires May 2, 1955



Exhibit No. 1 with Bill of Complainant

Nº 2330 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to A. A. Schenker at public auction for the sum of 14 Dollars and 36 Cents, of which 14 36 Dollars has been paid as a deposit on the property in 2nd Dist described as Lots 62-63 Blk. 219 Sec. 7 Blk. 705 A situate & at Palisades on Severn A. G. Co.

and assessed to Samuel Schenker

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 14th 1954, 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 13 day of Oct 1953

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Mellic Elizabeth Stodolnik
Notary Public.

My Commission Expires May 2, 1955

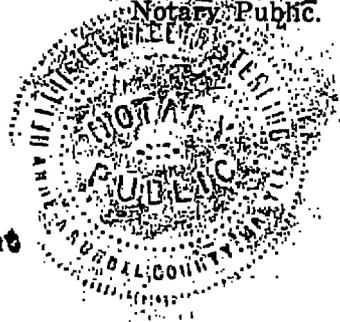


Exhibit No. 1 with Bill of Complaint

Nº 2329 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to A. H. W. Leann at public auction for the sum of 19 Dollars and 88

Cents, of which 19.88 Dollars has been paid, as a deposit on the property in 2nd list described as lots 13-14 Blk 695 situated near Conway Plat Louise Lee A. H. Co

and assessed to Just & Josephine Powell

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 14th 1954, 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 13 day of oct 19 53

Joseph H. Griscam Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscam Sr., 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,

Nellie Elizabeth Stealing
Notary Public

My Commission Expires May 2, 1955



Exhibit No. 1 with Bill of Complainant

Nº 2332 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 108 PAGE 203

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to A. W. Co. Linn

at public auction for the sum of 15 Dollars and 20

Cents, of which 15.20 Dollars has been paid as a deposit on the property

in 3rd Dist described as Lot 11 Sec 6 as shown in The

Plat of Green Pasture - A 9.00

and assessed to Mrs W. Wolf, c/o Mrs. J. M. Rowley

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 14th 1954, 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 13 day of Oct 1953

Joseph H. Griscam, Sr.
Collector.

State of Maryland, Anne Arundel County, Sect:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscam, Sr. 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,

Mellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955



Exhibit No. 1 with Bill of Complaint

22

Nº 2334 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 108 PAGE 204

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to G. G. Co. Inc at public auction for the sum of 17 Dollars and 92 Cents, of which 17.92 Dollars has been paid as a deposit on the property in 3rd West described as Lot 37 Blk 18 as shown on the Plat of Carrotton Manor G.G.Co.

and assessed to Eva Louise Neely

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 14th 1954, 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 13 day of Oct 1953

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sect:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County; personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955

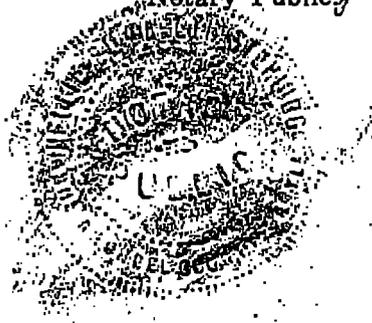


Exhibit No. 1 with Bill of Complaint

Nº 2335 · CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 108 PAGE 205

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to A. A. Co. Inc at public auction for the sum of 27 Dollars and 64 Cents, of which 27.64 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 9 situated in Martins Cove A. A. Co.

and assessed to Gilda + Charles Colbert

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 1948, 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 14th 1954, 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 13 day of Oct, 1953

Joseph H. Griscam Sr.
Collector.

State of Maryland, Anne Arundel County, Sect.

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscam Sr., 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,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955



Exhibit No. 1 with Bill of Complainant

24

Q
N^o 2338 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 108 PAGE 206

I, County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 13th 1953, I sold to A. G. Co. Corp

at public auction for the sum of 16 Dollars and 51

Cents, of which 16.51 Dollars has been paid as a deposit on the property

in 3rd Dist described as 1/2 lot 6 situated at Maidmore
A. G. Co.

and assessed to Howard Jackson

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 14th 1954, 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 13 day of Oct 1953

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

Exhibit, No. 1 with Bill of Complainant



25

P
N^o 2342 **CERTIFICATE OF TAX SALE**

JOSEPH H. GRISCOM, Sr.

LIBER 108 PAGE 207

I, County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 13th 1953, I sold to A. A. Co. Inc.

at public auction for the sum of 15 Dollars and 66

Cents, of which 15.06 Dollars has been paid as a deposit on the property

in 3rd Dist described as Lot 18 100 x 450 situated
at Soling Rpts A. A. Co.

and assessed to John & Sallie S. Strong

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 14th 1954, 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 13 day of Oct 1953

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Mellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

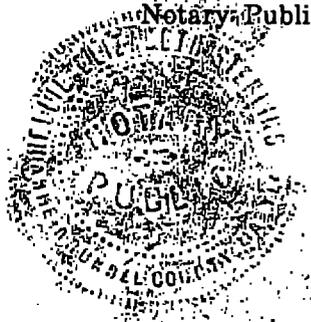


Exhibit No. 1 with Bill of Complainant

2

Nº 2347 CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

LIBER 108 PAGE 208

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to A. A. Co. Inc.

at public auction for the sum of 33 Dollars and 49

Cents, of which 33.49 Dollars has been paid as a deposit on the property

in 7th West described as .25 acre Shays situated W. S. Huddyside Rd near South Creek G.O. Co

and assessed to Henry O. Turner

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 14th 1954, 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 13 day of Oct, 1953

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Mellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

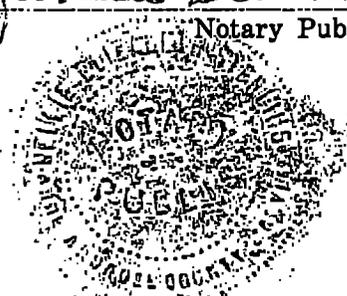


Exhibit No. 1 with Bill of Complainant

27

Marvin I. Anderson-Solicitor
20-U West Street, Annapolis, Md.

No. 11,523 Equity, In the Circuit Court for Anne Arundel County, County Commissioners of Anne Arundel County, a body corporate, vs. Harold R. Brunk, Emma Le Prevost, Joseph E. Mullen, Marie K Mullen, Richard H. Newell, Dorothy C. Newell, William H. Parker, Eliza Kitch, Otto W. Ahlgren, Charles Seward, Evelyn Seward, Charles S. Waack, Elsie V. Waack, Chester L. Drake, Tornelle G. Drake, Joseph Johnson, Gertrude D. Johnson, James Powell, Josephine Powell, Samuel Schenker, George Wesley Wolf, Eva Louise Neely, Charles Colbert, Hilda Colbert, Howard Jackson, John Strong, Sallie M. Strong and Lorenza Turner, also known as Rsamsay Turner, also as Rensley Turner, And any and all persons having or claiming to have any interest in the property hereinafter described.

FILED
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PAGE
209

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate, in the Second, Third, and Seventh Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

A. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known as lot Number 30 in Block 10 Amended Map of Section "A" of Herald Harbor. Being the same property which was conveyed to Harold R. Brunk by the County Commissioners of Anne Arundel County, et al by deed dated October 14, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 495 folio 403.

B. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, designated and known as lots Numbers 11, 12 and 13 in Block 86 on the Plat of Herald Harbor on the Severn, Amended Map of Section "A". Being the same property which was conveyed to Emma Le Prevost by Herald Harbor, Inc. by deed dated May 1, 1926, and recorded among said Land Records in Liber F.S.R.No. 4 folio 317.

C. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, designated as lots Numbers 47 and 48 Block 43 on the plat of Herald Harbor on the Severn, Amended Map of Section "C". Being the same property which was conveyed to Joseph E. Mullen and Marie K. Mullen, his wife, by the County Commissioners of Anne Arundel County by deed dated March 2, 1948, and recorded among the said Land Records in Liber J.H.H.No. 458 folio 542.

D. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, designated as lots Numbers 51 and 52 in Block 19 on the Plat of Herald Harbor on the Severn, Amended Map of Section "A". Being the same property which was conveyed to Richard A. Newell and Dorothy C. Newell, his wife, by Sadie E. Newell, by deed dated June 26, 1939, and recorded among the Land Records aforesaid in Liber J.H.H.No. 210 folio 327.

E. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, designated as Lots Numbers 16 and 17 in Block 8 on the Plat of Herald Harbor in Anne Arundel County. Being the same property which was conveyed to William H. Parker by the Herald Harbor, Inc. by deed dated August 1, 1924, and recorded among the Land Records aforesaid in Liber W.N.W. No. 90 folio 163.

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1955 OCT. 14

F. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County known and designated as lots 8, 9 and 10 in Block 50, and lot 30 in Block 28 on the plat of Herald Harbor on the Severn, Map of Section "C", Lot 9 and 10 being the same property which was conveyed to Elmer E. Richards by the County Commissioners of Anne Arundel County by deed dated December 31, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 142 folio 586, and there said section "C" is called Section "D" and referred to in the will of Elmer E. Richards under devise to Otto W. Ahlgren as lots 9 and 10 in Block 5 of Herald Harbor.

Lots 30 in Block 28 and Lot 8 in Block 50 were conveyed to Elmer E. Richards by C. Albert Hodges, Treas, by deed dated June 8, 1937, and recorded among said Land Records in Liber F.A.M. No. 168 folio 50, and under said will of Elmer E. Richards was devised to Mrs. Eliza Kitch.

G. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as lots Numbers 35, 36 and 37 in Block 148 on the Plat of Herald Harbor, Map of Section "F", being the same property which was conveyed to Charles Seward and Evelyn Seward, his wife, by Elizabeth Foxwell and husband, by deed dated June 5, 1943, and recorded among said Land Records in Liber J.H.H.No. 284 folio 49.

H. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County known and designated lot Number 12 in Block 138 on the Plat of Herald Harbor on the Severn, Amended Map of Section D, being the same property which was conveyed to Charles S. Wack by the Herald Harbor, Inc by deed dated December 15, 1924, and recorded among said Land Records in Liber W.N.W.No. 90 folio 248.

I. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County known and designated as Lot Number 15 on the Revised Plat part of Neuva Villa Park, being the same property which was conveyed to Joseph Johnson and Gertrude D. Johnson, his wife, by Chester L. Drake and Tornelle G. Drake, his wife, by deed dated October 28, 1950, and recorded among said Land Records in Liber J.H.H.No. 596 folio 586.

J. All those two lots of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid, being known and designated as lots Numbers 13 and 14 as shown on the Plat entitled "Subdivision of Property of Louis L. Lee", being the same property which was conveyed to the said James Powell and Josephine Powell, his wife, by Louis L. Lee and Viola M. Lee, his wife, by deed dated December 12, 1947, and recorded among the said Land Records in Liber J.H.H.No. 451 folio 68.

K. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as lots 62 and 63 in Block 219 Section "H" on the Plat of the Palisades on the Severn, Section "H", being the same property which was conveyed to Samuel Schenker by Joseph H. Griscom, Sr., Treasurer of Anne Arundel County by deed dated August 4, 1949, and recorded among said Land Records in Liber J.H.H.No. 534 folio 274.

L. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County known and designated as lot 11 Section "C" as shown on the plat of Green Haven, Hahn Sub-division, being the same property which was conveyed to George Wesley Wolf by Steven J. Everd and wife, by deed dated February 16, 1932, and recorded among said Land Records in Liber F.S.R.No. 102 folio 95.

M. - All that lot of ground situate, lying and being in the

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Third Election District of Anne Arundel County, known and designated as lot 37 in Block 18 as shown on the plat of Carrollton Manor, being the same property which was conveyed to Eva Louise Neely by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated February 27, 1934, and recorded among said Land Records in Liber F.A.M. No. 133 folio 403.

N. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, known as Lot Number 9 on the plat of the property of John R. Thomas Sub-division, and described as follows: Beginning for the same at a point on the Northeast side of the County Road leading to Martin's Cove, said point being located South 67 degrees 30 minutes East 244.29 feet from the intersection formed by the southeast side of a County Road leading from St. Margaret's State Road to Mill Creek and the first mentioned County Road; said point being also the southwestern-most corner of the property conveyed by Beverley Thornton to John R. Thomas and Carrie E. Thomas, his wife, by deed dated January 1, 1918 and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 4 folio 404, and running from the beginning point so fixed and with the division line between lots Numbers 9 and 10 as shown on the plat of the John R. Thomas Sub-division, North 22 degrees 30 minutes East 235 feet to a pipe (said line having passed through a pipe set 10 feet along said line for the northeast side of the first mentioned County Road); thence at right angles South 67 degrees 30 minutes East 60 feet to a pipe; thence at right angles and parallel to the first line of this description south 22 degrees 30 minutes west 235 feet to a point on the northeast side of the first mentioned County Road; (said line having passed through a pipe set 10 feet from the end thereof) with the northeast side of said road North 67 degrees 30 minutes West 60 feet to the point of beginning. Being the same property which was conveyed to Hilda Colbert and Charles Colbert, her husband, by deed dated September 29, 1947, and recorded among said Land Records in Liber J.H.H.No. 434 folio 144.

O. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County aforesaid, being all of that part of lot Number 6 having a frontage of 50.66 feet on the County Road, leading from the State Road to Tydings on the Bay, and running back for the full length of said lot having a rear depth of 50.03 feet and being the southern part of said lot number six and adjoining the lands of Labrot and Company. Being the same property which was conveyed to Howard Jackson by Charles Cromwell, widower, by deed dated May 12, 1944, and recorded among said Land Records in Liber J.H.H.No. 308 folio 7.

P. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, being known and designated as lot Number 18 as shown on a certain plat of "Solley Heights", a development by Foxwell and Foxwell, near Freetown; and being the same property which was conveyed to John Strong and Sallie M. Strong, his wife, by Foxwell and Foxwell, Inc. et al by deed dated February 4, 1947, and recorded in Liber J.H.H.No. 399 folio 58.

Q. All that piece or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County aforesaid, containing .25 of an acre of land, it being the remainder of the land which was conveyed to Lorenza Tunner by C. Albert Hodges, Late Treasurer, et al by deed dated February 1, 1944, and recorded among the Land Records aforesaid in Liber H.H.H.No. 299 folio 334, and assessed to Lorenzo Turner as .25 of an acre and improvements on the west side of Shadyside Road near South Creek.

The bill states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day from the date of sale have expired.

It is thereupon, this 14th day of October, 1955, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 21st day of December, 1955, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

George J. Cromwell
Clerk

TRUE COPY TEST:

Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate Annapolis, Maryland

vs.

HAROLD R. BRUNK, et al

No. 11, 523 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

: : : : : :

APPLICATION TO THE COURT TO FIX THE AMOUNT NECESSARY FOR REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Joseph Johnson and Gertrude D. Johnson the Defendants in the above entitled case, respectfully represents:

1. That your petitioners are the owners of the property heretofore sold at tax sale and described herein under paragraph 2-I of the Bill of Complaint.

2. That they desire to redeem the property and therefore apply to the Court to fix the amount necessary for redemption in accordance with Article 81 of the Annotated Code of Maryland, 1951 Edition.

Joseph Johnson (signature) Joseph Johnson

Gertrude D. Johnson (signature) Gertrude D. Johnson

Marvin I. Anderson (signature) Marvin I. Anderson Attorney for Plaintiff

Filed 7 Dec., 1955.

ORDER OF COURT FIXING THE AMOUNT FOR REDEMPTION

Ordered this 7th day of December, 1955, by the Circuit Court for Anne Arundel County that Joseph Johnson and Gertrude D. Johnson, the Defendants in the above entitled case reimburse the said County Commissioners and the County Treasurer for the following items in accordance with the provisions of

Filed 7 Dec., 1955.

Article 81 of the Annotated Code of Maryland:

Taxes 1951 -	\$11.89	
costs	<u>2.50</u>	\$14.39
Clerk of the Court		10.00
Proportionate share of advertisement		11.32
Proportionate share of Costs and expenses to Anne Arundel Co.		25.00
		<u>\$60.71</u>

And upon payment of the foregoing items the property of the Defendants herein named, Joseph Johnson and Gertrude D. Johnson, be discharged from the effect of these proceedings.

Benjamin Michaelson
Judge

COUNTY COMMISSIONERS	:	NO. 11,523 EQUITY
OF ANNE ARUNDEL COUNTY	:	IN THE
a body corporate	:	CIRCUIT COURT
Annapolis, Maryland	:	
vs.	:	FOR
	:	
HAROLD R. BRUNK, et al	:	ANNE ARUNDEL COUNTY
	:	
:::	:	:::

ORDER OF SATISFACTION

Mr. Clerk:

In accordance with the Court Order of December 1955, in the above entitled cause, Joseph Johnson and Gertrude D. Johnson, his wife, paid the sum of \$60.71, and the property of Joseph Johnson and Gertrude D. Johnson, his wife, in these proceedings is redeemed and the above entitled cause settled as to the property of said Joseph Johnson and Gertrude Johnson.

Marvin I. Anderson

 Marvin I. Anderson
 Attorney for Plaintiff

MARVIN I. ANDERSON, Solicitor
20-U West Street, Annapolis, Md.

No. 11,523 Equity, In The Circuit Court for Anne Arundel County, County Commissioners of Anne Arundel County a body corporate, vs. Harold B. Brunk, Emma Le Prevost, Joseph E. Mullen, Marie K. Mullen, Richard H. Nowell, Dorothy C. Nowell, William H. Parker, Eliza Kitch, Otto W. Ahlgren, Charles Seward, Evelyn Seward, Charles S. Wack, Elsie V. Wack, Chester L. Drake, Tornello G. Drake, Joseph Johnson, Gertrude D. Johnson, James Powell, Josephine Powell, Samuel Schonker, George Wesley Wolf, Eva Louise Neely, Charles Colbert, Hilda Colbert, Howard Jackson, John Strong, Sallie M. Strong and Lorenna Turner, also known as Ramsay Turner, also as Rensay Turner, and any and all persons having or claiming to have any interest in the property hereinafter described.

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate, in the Second, Third, and Seventh Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

A. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known as lot Number 30 in Block 10 Amended Map of Section "A" of Herald Harbor, being the same property which was conveyed to Harold B. Brunk by the County Commissioners of Anne Arundel County, et al by deed dated October 14, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 495 folio 408.

B. All those lots of ground situate, lying and being in the 2nd Elec. District of Anne Arundel County, designated and known as lots Numbers 11, 12 and 13 in Block 86 on the Plat of Herald Harbor on the Severn, Amended Map of Section "A". Being the same property which was conveyed to Emma Le Prevost by Herald Harbor, Inc. by deed dated May 1, 1928, and recorded among said Land Records in Liber F. S. R. No. 4 folio 317.

C. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County designated as lots Numbers 47 and 48 Block 48 on the plat of Herald Harbor on the Severn, Amended Map of Section "C". Being the same property which was conveyed to Joseph E. Mullen and Marie K. Mullen, his wife, by the County Commissioners of Anne Arundel County by deed dated March 2, 1948, and recorded among the said Land Records in Liber J. H. H. No. 458 folio 542.

D. All those lots of ground situate, lying and being in the 2nd Elec. District of Anne Arundel County, designated as lots Numbers 51 and 52 in Block 10 on the Plat of Herald Harbor on the Severn, Amended Map of Section "A". Being the same property which was conveyed to Richard A. Newell and Dorothy C. Newell, his wife, by Sadie E. Nowell, by deed dated June 26, 1930, and recorded among the Land Records aforesaid in Liber J. H. H. No. 210 folio 327.

E. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, designated as Lots Numbers 19 and 17 in Block 8 on the Plat of Herald Harbor in Anne Arundel County. Being the same property which was conveyed to William H. Parker by the Herald Harbor, Inc. by deed dated August 1, 1924, and recorded among the Land Records aforesaid in Liber W. N. W. No. 90 folio 163.

folio 374.

L. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County known and designated as lot 11 Section "C" as shown on the plat of Green Haven, Hahn Sub-division, being the same property which was conveyed to George Wesley Wolf by Stevan J. Everd and wife, by deed dated February 15, 1932, and recorded among said Land Records in Liber F. S. R. No. 102 folio 95.

M. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, known and designated as lot 37 in Block 18 as shown on the plat of Carrollton Manor, being the same property which was conveyed to Eva Louise Neely by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated February 27, 1934, and recorded among said Land Records in Liber F. A. M. No. 133 folio 403.

N. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, known as Lot Number 9 on the plat of the property of John R. Thomas Sub-division, and described as follows: Beginning for the same at a point on the Northeast side of the County Road leading to Martin's Cove, said point being located South 67 degrees 30 minutes East 244.20 feet from the intersection formed by the southeast side of a County Road leading from St. Margaret's State Road in Mill Creek and the first mentioned County Road; said point being also the southwesternmost corner of the property conveyed by Beverley Thornton to John R. Thomas and Carrie E. Thomas, his wife, by deed dated January 1, 1918 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 4 folio 404, and running from the beginning point as fixed and with the division line between lots Numbers 9 and 10 as shown on the plat of the John R. Thomas Sub-division, North 22 degrees 30 minutes East 235 feet to a pipe (said line having passed through a pipe set 10 feet along said line for the northeast side of the first mentioned County Road); thence at right angles South 67 degrees 30 minutes East 60 feet to a pipe; thence at right angles and parallel to the first line of this description south 22 degrees 30 minutes west 235 feet to a point on the northeast side of the first mentioned County Road; (said line having passed through a pipe set 10 feet from the end thereof) with the northeast side of said road North 67 degrees 30 minutes West 60 feet to the point of beginning. Being the same property which was conveyed to Hilda Colbert and Charles Colbert, her husband, by deed dated September 23, 1947, and recorded among said Land Records in Liber J. H. H. No. 424 folio 144.

O. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County aforesaid, being all of that part of lot Number 6 having a frontage of 50.63 feet on the County Road, leading from the State Road to Tydluga on the Bay, and running back for the full length of said lot having a rear depth of 50.03 feet and being the southern part of said lot number six and adjoining the lands of Labrot and Company. Being the same property which was conveyed to Howard Jackson by Charles Crouwell, widower, by deed dated May 12, 1944, and recorded among said Land Records in Liber J. H. H. No. 308 folio 7.

P. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, being known and designated as lot Number 18 as shown on a certain plat of "Solter Heights", a development by Foxwell and Foxwell, near Freetown, and being the same property which was conveyed to John Strong and Sallie M. Strong, his wife, by Foxwell and Foxwell, Inc., et al by deed dated February 4, 1947, and recorded in Liber J. H. H. No. 390 folio 58.

F. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County known and designated as lots 8, 9 and 10 in Block 50, and lot 30 in Block 28 on the plat of Herald Harbor on the Severn, Map of Section "C". Lot 8 and 10 being the same property which was conveyed to Elmer E. Richards by the County Commissioners of Anne Arundel County by deed dated December 31, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 142 folio 586, and therein said section "C" is called Section "D" and referred to in the will of Elmer E. Richards under devise to Otto W. Ahlgren as lots 9 and 10 in Block 5 of Herald Harbor.

Lots 30 in Block 28 and Lot 8 in Block 50 were conveyed to Elmer E. Richards by C. Albert Hodges, Treas., by deed dated June 8, 1937, and recorded among said Land Records in Liber F. A. M. No. 168 folio 50, and under said will of Elmer E. Richards was devised to Mrs. Filza Kitch.

G. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as lots Numbers 25, 36 and 37 in Block 148 on the Plat of Herald Harbor, Map of Section "E", being the same property which was conveyed to Charles Seward and Evelyn Seward, his wife, by Elizabeth Foxwell and husband, by deed dated June 5, 1943, and recorded among said Land Records in Liber J. H. H. No. 284 folio 49.

H. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County known and designated lot Number 12 in Block 138 on the Plat of Herald Harbor on the Severn, Amended Map of Section D, being the same property which was conveyed to Charles S. Wack by the Herald Harbor, Inc., by deed dated December 15, 1924, and recorded among said Land Records in Liber W. N. W. No. 80 folio 248.

I. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County known and designated as Lot Number 15 on the Revised Plat part of Neveu Villa Park, being the same property which was conveyed to Joseph Johnson and Gertrude D. Johnson, his wife, by Chester L. Drake and Tornelle G. Drake, his wife, by deed dated October 28, 1950, and recorded among said Land Records in Liber J. H. H. No. 506 folio 580.

J. All those two lots of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid, being known and designated as lots Numbers 13 and 14 as shown on the Plat entitled "Sub-division of Property of Louis L. Lee", being the same property which was conveyed to the said James Powell and Josephine Powell, his wife, by Louis L. Lee and Viola M. Lee, his wife, by deed dated December 12, 1947, and recorded among the said Land Records in Liber J. H. H. No. 451 folio 68.

K. All these lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as lots 62 and 63 in Block 219 Section "H" on the Plat of the Palisades on the Severn, Section "H", being the same property which was conveyed to Samuel Schenker by Joseph H. Griscom, Sr., Treasurer of Anne Arundel County by deed dated August 4, 1919, and recorded among said Land Records in Liber J. H. B. No. 531.

Q. All that piece or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County aforesaid, containing .25 of an acre of land, it being the remainder of the land which was conveyed to Lorenza Turner by C. Albert Hodges, Late Treasurer, et al by deed dated February 1, 1944, and recorded among the Land Records aforesaid in Liber J. H. H. No. 200 folio 334, and assessed to Lorenza Turner as .25 of an acre and improvements on the west side of Shady Side Road near South Creek.

The bill states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day from the date of sale have expired.

It is thereupon, this 14th day of October, 1955, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 21st day of December, 1955, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

n-10

2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 108
PAGE 218

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 7, 1956

We hereby certify, that the annexed

Order Publication

Eq. 11,523

Harold R. Brunk

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 14

successive weeks before the 21st

day of December, 1955. The first

insertion being made the 24th day of

October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

56 JUN -8 AM 10:55

By H. Tilghman

Richard H. Newell
Dorothy C. Newell
William H. Parker
Mrs. Eliza Kitch
Charles S. Wack
Elsie V. Wack

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


Solicitor for Petitioner

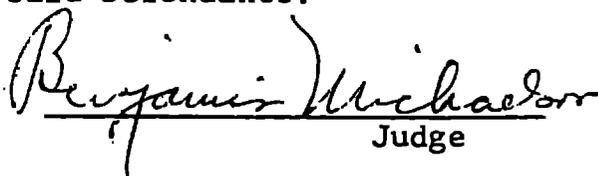
DECREE PRO CONFESSO

It appearing from the proceedings in this cause that two "Non Est" have been returned against the Defendants set forth in Paragraph 1 of the Petition; that the Defendants mentioned in Paragraph 2 of said Petition were duly summoned; and that the Non-resident Defendants mentioned in Paragraph 3 of said Petition were duly notified by Order of Publication; and it further appearing that all of said Defendants mentioned in Paragraphs 1, 2 and 3 were duly notified by Order of Publication; and that the Order of Publication heretofore issued therein has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland; and all of the Defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

It is thereupon, this 8th day of June, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint, be, and the same is hereby taken pro confesso against said Defendants.

FILED

1956 JUN -8 PM 4:00


Judge

LIBER 108 PAGE 223

NO. 11,892 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY,
a body corporate,
Annapolis, Maryland,

vs.

John Edward Lambert
715 Emerson Street, N.W.
Washington, D. C.

And any and all persons having or claiming to
have any interest in the property known as Lots
No. 219 and 220, North Selby, in the First Elec-
tion District of Anne Arundel County, Maryland.

Oscar J. Davis
Care of H. D. Davis
Box 251
Mountain View, New Jersey

Noah A. Hillman
Amelia Hillman
4 Randall Place
Annapolis, Maryland

And any and all persons having or claiming to
have any interest in the property known as Lots
No. 53 and 54, Section "PP", Plat of Glen Burnie
Heights, Third Election District of Anne Arundel
County, Maryland.

George H. Bunting
2831 Northern Parkway
Baltimore, Maryland

Frank L. Warfield
Grace G. Warfield
South River Park
Edgewater, Maryland

And any and all persons having or claiming to
have any interest in the property known as Lots
No. 27 and 28 in Section "S", Plat of Glen Burnie
Heights, Third Election District of Anne Arundel
County, Maryland.

FILED

1956 OCT -6 AM 11:51

Oren R. Lewis
Court House Square
Arlington, Virginia

And any and all persons having or claiming to have any interest in the property known as Lots No. 32, 42, 43, 44, 45, in Block 15, as shown on the Amended Map of Section "E" of Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

Charles W. Shaw
Lida L. Shaw
524 Tenth Street, S.E.
Washington, D. C.

Noah A. Hillman
Amelia Hillman
4 Randall Place
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the property known as Lot No. 29, Block 42, Section "B", Avalon Shores, in the Seventh Election District of Anne Arundel County, Maryland.

Frank Hursh
Evelyn S. Hursh
5114 Kansas Avenue, N.W.
Washington, D. C.

Noah A. Hillman
Amelia Hillman
4 Randall Place
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the property known as Lot No. 37, Block 42, Section "B", Avalon Shores, in the Seventh Election District of Anne Arundel County, Maryland.

Mary E. Rethman
1158 Scott Street
Baltimore, Maryland

Samuel Schenker
Bert E. Schenker
330 Dewey Drive
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the property known as two (2) acres, more or less, at Delmont in the Fourth Election District of Anne Arundel County, Maryland.

George L. Manning
Marie Manning
1023 North Stricker Street
Baltimore, Maryland

Samuel Schenker
Bert E. Schenker
330 Dewey Drive
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the property known as Lot No. 48, Alberta Heights, also known as Dunbar Heights, in the Fourth Election District of Anne Arundel County, Maryland.

Rufus Brown
Maxine Brown
321 North Stricker Street
Baltimore, Maryland

Samuel Schenker
Bert E. Schenker
330 Dewey Drive
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the property known as Lot No. 11-D, Baton Chapel, in the Fourth Election District of Anne Arundel County, Maryland.

Mary I. Anderson,
also known as Mary L. Anderson
325 West Biddle Street
Baltimore, Maryland

Samuel Schenker
Bert E. Schenker
330 Dewey Drive
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the property known as Lot No. 15, Block I, on the Plat of Colonial Park, in the Fourth Election District of Anne Arundel County, Maryland.

Frances Weaver
5517 Thirteenth Street
Washington, D. C.

Samuel Schenker
Bert E. Schenker
330 Dewey Drive
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the property known as Lots

No. 29 and 30 in Block 62, Amended Map of Section "C", Herald Harbor on the Severn, in the Second Election District of Anne Arundel County, Maryland.

Helen Wessell,
also known as Helen Wessell Wall
1431 North Delaware Street
Indianapolis, Indiana

Noah A. Hillman
Amelia Hillman
4 Randall Place
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the property known as Lots No. 30 and 31, Block 40, Amended Map of Section "C", and Lot No. 24, Block 47, Amended Map of Section "B", of Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

J. R. Thompson,
also known as J. Raymond Thompson,
and also known as J. B. Thompson
3122 Channing Street, N.E.
Washington, D. C.

And any and all persons having or claiming to have any interest in the property known as Lots No. 13 and 14, Block 95, Amended Map of Section "E", and Lots No. 78, 79, 80, 81, 82, and 83, in Block 97, Amended Map of Section "E", Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

J. C. Maloney
434 Randolph Street, N.W.
Washington, D. C.

Samuel Schenker
Bert E. Schenker
330 Dewey Drive
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the property known as Lot No. 8, Block 66, Amended Map of Section "C", Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

Loy A. Lutton
515 70th Street
Seat Pleasant, Maryland

Noah A. Hillman
Amelia Hillman
4 Randall Place
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the property known as Lots No. 11 and 12, Block 32, Amended Map of Section "C", Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

Virgil C. Davis
Sara E. Davis
317 Lloyds Lane
Alexandria, Virginia

Noah A. Hillman
Amelia Hillman
4 Randall Place
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the property known as Lots No. 41 and 42, Block 31, Amended Map of Section "C", Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

Loretta B. Creahen,
also known as Mrs. Louis F. S. Cook
3131 Annapolis Avenue, South Hills
Pittsburgh, Pennsylvania

Noah A. Hillman
Amelia Hillman
4 Randall Place
Annapolis, Maryland

And any and all persons having or claiming to have any interest in the property known as Lots No. 18, 19, 20, 21 and 22, Block 49, Amended Map of Section "B", Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

Paul McCain,
also known as Paul McKain
296 Northwest 56th Street
Miami, Florida

And any and all persons having or claiming to have any interest in the property known as Lot No. 10, Block D, as shown on a certain map entitled "Resubdivision of Original Lots No. 40, 41, 43, and 45, Section 1, South Haven on the South River in the Second Election District of Anne Arundel County, Maryland."

Edward G. Moul
Ethelwyn A. Hine
312 Bond Building
Washington, D. C.

And any and all persons having or claiming to have any interest in the property known as Lot No. 8, Block U, Section 1, Subdivision of South Haven on the South River, in the Second Election District of Anne Arundel County, Maryland.

Edward G. Moul
Ethelwyn A. Hine
312 Bond Building
Washington, D. C.

And any and all persons having or claiming to have any interest in the property known as Lot No. 34, Block U, Section 1, Subdivision of South Haven on the South River, in the Second Election District of Anne Arundel County, Maryland.

Oren R. Lewis
Court House Square
Arlington, Virginia

And any and all persons having or claiming to have any interest in the property known as Lots No. 110-115, Block 36, Amended Plat of Section "E", Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

M. Estelle Kirschner,
also known as Estelle M. Kirschner
R.F.D. No. 2
Alexandria, Virginia

And any and all persons having or claiming to have any interest in the property known as Lot No. 19, Block 96, Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

Harvey K. Kirby
4118 New Hampshire Avenue, N.W.
Washington, D. C.

And any and all persons having or claiming to have any interest in the property known as Lot No. 3, Block 17, as shown on the plat of Severn Grove, in the Second Election District of Anne Arundel County, Maryland.

Francis R. Wright
S. Alice Wright
1235 Jackson Street, N.E.
Brookland, D. C.

And any and all persons having or claiming to have any interest in the property known as Lots No. 22 and 23, Block 14, as shown on the Plat of Severn Grove, in the Second Election District of Anne Arundel County, Maryland.

Samuel Evans
Caroline B. Evans
1367 North Carolina Avenue, N.E.
Washington, D. C.

And any and all persons having or claiming to have any interest in the property known as Lot No. 15, Block 16, as shown on the Plat of Severn Heights, in the Second Election District of Anne Arundel County, Maryland.

Salvatore J. DeFontes
832 Jefferson Street, N.W.
Washington, D. C.

And any and all persons having or claiming to have any interest in the property known as Lot No. 18, Block 74, Amended Map of Section "E", Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

Francis A. DeFontes
832 Jefferson Street, N.W.
Washington, D. C.

And any and all persons having or claiming to have any interest in the property known as Lot No. 19, Block 74, Amended Map of Section "E", Herald Harbor, in the Second Election District of Anne Arundel County, Maryland.

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATOR, complaining says:

FIRST: That on or about the 11th day of October, 1954, the certificates of Tax Sales attached hereto and marked "Complainant's Exhibit No. 1", were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland, and Anne Arundel County, which certificates are prayed to be taken as part hereof.

SECOND: That the property mentioned in said certificates is as follows:

A- Certificate No. 2599

All those lots of ground situate in the Subdivision of North Selby in the First Election District of Anne Arundel County, State of Maryland, which are laid down on the Plat thereof duly recorded in the Office of the Clerk of the Circuit Court for said County in Plat Book F.S.R. No. 3, folio 39; now in Book No. 8, folio 27, and thereon designated as Lots No. 219 and 220. Being the same property which was conveyed to John Edward Lambert by Mrs. Laura V. Ledman, by deed dated August 16, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 187, folio 219, and assessed to John Edward Lambert, whose last known address was 715 Emerson Street, N.W., Washington, D. C. The amount due on the day of sale was \$40.09.

B- Certificate No. 2601

All those lots of ground situate in the Third Election District of Anne Arundel County aforesaid, designated and known as Lots No. 53 and 54 in Section "PP", containing 40 feet fronting on Broad Avenue, and extending of that width in depth 120 feet, plus an additional 6 feet for automobile driveway, as shown on Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Section 3, folio 193; now in Plat Book No. 16, folio 19. Being the same property which was conveyed to Oscar J. Davis by The Workman's Cooperative Realty Company, Inc., by deed dated December 23, 1924, and recorded among the Land Records aforesaid in Liber W.N.W. No. 103, folio 346, and assessed to Oscar J. Davis, whose last known address was Box 251, Mountain View, New Jersey. The amount due on the day of sale was \$23.06.

C- Certificate No. 2602

All those lots of ground situate in the Third Election District of Anne Arundel County aforesaid, designated and known as Lots No. 27 and 28, Section "S", containing approximately 40 feet frontage on Rose Avenue and extending of that width in depth 120 feet, plus an additional 6 feet for automobile driveway, as shown on Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Section 3, folio 193; now in Plat Book 16, folio 19. Being the same property which was conveyed to George H. Bunting by Workman's Cooperative Realty Company, Inc., by deed dated May 14, 1926, and recorded among the aforesaid Land Records in Liber W.M.B.

No. 29, folio 261, and assessed to George H. Bunting, whose last known address was 2831 Northern Parkway, Baltimore, Maryland. The amount due on the day of sale was \$41.32.

D- Certificate No. 2603

All those lots of ground situate in the Second Election District of Anne Arundel County aforesaid, designated as Lots No. 32, 42, 43, 44, and 45, Block 15, Amended Map of Section "E", Herald Harbor on the Severn, said plat filed in Plat Book No. 4, folio 14. Being a part of the same property which was conveyed to Oren R. Lewis by Herald Harbor, Inc., by deed dated January 29, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 95, folio 117, and assessed to Oren R. Lewis, Court House Square, Arlington, Virginia. The amount due on the day of sale was \$68.30.

E- Certificate No. 2604

All that lot of ground situate in the Seventh Election District of Anne Arundel County, known and designated as Lot No. 29 in Block 42, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Section 'B', February, 1936", filed in Plat Book F.S.R. No. 4, folio 26; now filed in Plat Book No. 10, folio 4; being the same property which was conveyed to Charles W. Shaw and Lida L. Shaw, his wife, by Avalon Shores, Inc., et al., by deed dated October 31, 1936, and recorded among said Land Records in Liber F.A.M. No. 159, folio 277, and assessed to Charles W. Shaw and Lida L. Shaw, whose last known address was 524 Tenth Street, S.E., Washington, D. C. The amount due on the day of sale was \$16.67.

F- Certificate No. 2605

All that lot of ground situate in the Seventh Election District of Anne Arundel County, known and designated as Lot No. 37 in Block 42, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Section 'B', February, 1936, Joseph N. Starkey, Civil Engineer", recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 4, folio 26; now filed in Plat Book No. 10, folio 4; and being the same property which was conveyed to Frank Hursh and Evelyn S. Hursh, his wife, by Avalon Shores, Inc., et al. by deed dated November 2, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 157, folio 303, and assessed to Frank Hursh and Evelyn Hursh, whose last known address was 5114 Kansas Avenue, N.W., Washington, D. C. The amount due on the day of sale was \$16.67.

G- Certificate No. 2606

All that tract of land situate in the Fourth Election District of Anne Arundel County aforesaid, and described as follows, to wit: Beginning for the same at the corner formed by the intersection of the southeast side of South Road (30 feet wide, laid out along the southeast side of the W. B. & A. Railroad) and the northeast side of East Drive (30 feet wide) as laid out on the Plat of Thompson Farms, and running thence on the southeast side of South Road, northeasterly 200 feet to the beginning of the lot, which by deed dated June 8, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 12, folio 289, was conveyed by the said David Scarlett Ross to Marion B. French; thence southeasterly and binding reversely on the fourth line of the lot of ground conveyed to Marion B. French, as aforesaid, 380 feet to intersect the northwest side of Dundee Road, at the distance of 204 feet

northeasterly from the intersection of the northwest side of Dundeed Road and the northeast side of East Drive; thence on the northwest side of Dundeed Road southwesterly 204 feet to the northeast side of East Drive; and thence northwesterly on the northeast side of East Drive 400 feet to the point of beginning. Being the same property which was conveyed to Mary E. Rethman by David Scarlett Ross, bachelor, by deed dated November 28, 1932, and recorded among said Land Records in Liber F.S.R. No. 110, folio 174, and assessed to Mary E. Rethman, whose last known address was 1158 Scott Street, Baltimore, Maryland. The amount due on the day of sale was \$63.17.

H- Certificate No. 2608

All that lot of ground situate in the Fourth Election District of Anne Arundel County aforesaid, designated as Lot No. 48, said Lot No. 48 having a frontage of 30 feet and a depth of 130 feet, as shown on a plat of Dunbar Heights, located on George Avenue, and recorded in Plat Book No. 18, folio 34; formerly in Liber W.M.B. No. 1, folio 50; said Dunbar Heights now known as Alberta Heights; being the same property which was conveyed to George L. Manning and Marie Manning, his wife, by the two following deeds: One from Harry A. Carpenter and Mary E. Carpenter, his wife, dated April 27, 1944, and recorded among said Land Records in Liber J.H.H. No. 306, folio 279; and the other from William A. C. Hughes, Jr., and Wilbur R. Dulin, Trustees, dated March 23, 1948, and recorded among said Land Records in Liber J.H.H. No. 466, folio 466; and assessed to George L. Manning and Marie Manning, whose last known address was 1023 North Stricker Street, Baltimore, Maryland. The amount due on the day of sale was \$19.91.

I- Certificate No. 2609

All that lot of ground situate in the Fourth Election District of Anne Arundel County, known as Lot No. 11-D, as shown on a Plat of Baton Chapel, said plat recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-9, plat 8; now filed in Plat Book No. 11, folio 17; and being the same property which was conveyed to Rufus Brown and Maxine Brown, his wife, by Jenevie Roth and Louis Roth, her husband, by deed dated July 17, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 265, folio 150; and assessed to Rufus Brown and Maxine Brown, whose last known address was 321 North Stricker Street, Baltimore, Maryland. The amount due on the day of sale was \$27.02.

J- Certificate No. 2615

All that lot of ground situate in the Fourth Election District of Anne Arundel County aforesaid, being known and designated as Lot No. 15, Block I, being 20 feet front and rear, by 100 feet in depth on both sides, as shown on Plat of Colonial Park, which plat is recorded in Plat Book No. W.N.W. No. 1, folio 339 and 340; now filed in Book No. 15, folio 16; being the same property which was conveyed to Mary L. Anderson by the Aladdin Realty and Home Builders Corporation by deed dated March 7, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 45, folio 372, and assessed to Mary I. Anderson, whose last known address was 325 West Biddle Street, Baltimore, Maryland. The amount due on the day of sale was \$14.91.

K- Certificate No. 2616

All those lots of ground situate in the Second Election District of Anne Arundel County aforesaid, known and designated as Lots

No. 29 and 30 in Block 62, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C', Edward W. Digges, Chief Engineer, November 1924", which plat filed among the Plat Records of Anne Arundel County in Plat Book 4, folio 17; and being the same property which was conveyed to Frances Weaver by Harry Nelligan, unmarried, by deed dated July __, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 76, folio 366; and assessed to Frances Weaver, whose last known address was 5517 Thirteenth Street, Washington, D. C. The amount due on the day of sale was \$48.09.

L- Certificate No. 2617

All those lots of ground situate in the Second Election District of Anne Arundel County aforesaid, known and designated as Lots No. 30 and 31 in Block 40, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C', Edward W. Digges, Chief Engineer, November, 1924", filed in Plat Book No. 3, folio 34; now Plat Book 4, folio 17; and Lot 24 in Block 47, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'B'", said plat filed in Plat Book No. 1, folio 9. Being the same property which was conveyed to Helen Wessell by the Herald Harbor, Inc., by deed dated February 20, 1929, and recorded among the Land Records aforesaid in Liber F.S.R. No. 44, folio 17, and assessed to Helen Wessell Wall, whose last known address was 1431 North Delaware Street, Indianapolis, Indiana. The amount due on the day of sale was \$106.40.

M- Certificate No. 2618

All those lots of ground situate in the Second Election District of Anne Arundel County aforesaid, known and designated as Lots No. 13 and 14, Block 95, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'E', Edward W. Digges, Chief Engineer, November, 1924", said plat filed in Plat Book No. 4, folio 14; formerly in Liber W.N.W. No. 3, folio 31. Being the same property which was conveyed to J. R. Thompson by Herald Harbor, Incorporated, by deed dated November 18, 1924, and recorded among the Land Records aforesaid in Liber W.N.W. No. 90, folio 148; also Lots No. 78, 79, 80, 81, 82, and 83 in Block 97, as shown on the aforesaid Map of Herald Harbor on the Severn, Amended Map of Section "E", said plat filed among the aforesaid Plat Records in Plat Book No. 4, folio 14; formerly in Liber W.N.W. No. 3, folio 31. Being the same property which was conveyed to J. Raymond Thompson by Herald Harbor, Incorporated, by deed dated April 15, 1925, and recorded among said Land Records in Liber W.M.B. No. 5, folio 462; and assessed to J. B. Thompson, whose last known address was 3122 Channing Street, N.E., Washington, D. C. The amount due on the day of sale was \$69.00.

N- Certificate No. 2619

All that lot of ground situate in the Second Election District of Anne Arundel County aforesaid, being known and designated as Lot No. 8 in Block 66, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C'", said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 17; formerly in Liber W.N.W. No. 3, folio 34. Being the same property which was conveyed to J. C. Maloney by Herald Harbor, Inc., by deed dated February 16, 1925, and recorded among the Land Records aforesaid in Liber F.S.R. No. 4, folio 467; and assessed to J. C. Maloney, whose last known address was 434 Randolph Street, N.W., Washington, D. C. The amount due on the day of sale was \$58.76.

O- Certificate No. 2620

All those lots situate in the Second Election District of Anne Arundel County, known and designated as Lots No. 11 and 12 in Block 32, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C'", said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 17; formerly in Liber W.N.W. No. 3, folio 34; and being the same property which was conveyed to Loy A. Lutton by Spencer A. Stine and Margaret J. Stine, his wife, by deed dated July 27, 1942, and recorded among said Land Records in Liber J.H.H. No. 266, folio 330; and assessed to Loy A. Lutton, whose last known address was 515 70th Street, Seat Pleasant, Maryland. The amount due on the day of sale was \$40.55.

P- Certificate No. 2622

All those lots situate in the Second Election District of Anne Arundel County, known and designated as Lots No. 41 and 42 in Block 31, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C'", said plat now filed in Plat Book No. 4, folio 17; formerly in Liber W.N.W. No. 3, folio 34. Being the same property which was conveyed to Virgil C. Davis and Sara E. Davis, by the Herald Harbor, Incorporated, by deed dated August 20, 1925, and recorded among said Land Records in Liber F.S.R. No. 4, folio 326; and assessed to Virgil C. Davis and Sarah E. Davis, whose last known address was 317 Lloyds Lane, Alexandria, Virginia. The amount due on the day of sale was \$33.55.

Q- Certificate No. 2623

All those lots of ground situate in the Second Election District of Anne Arundel County aforesaid, known and designated as Lots No. 18, 19, 20, 21 and 22 in Block 49, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'B'", said plat filed in Plat Book No. 1, folio 9; formerly in Liber W.M.B. No. 3, folio 10. Being the same property which was conveyed to Loretta B. Creahen by Herald Harbor, Inc., by deed dated April 19, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 4, folio 379; and assessed to Mrs. Louis F. S. Cook, whose last known address was 3131 Annapolis Avenue, South Hills, Pittsburgh, Pennsylvania. The amount due on the day of sale was \$30.89.

R- Certificate No. 2625

All that lot of ground situate in the Second Election District of Anne Arundel County aforesaid, known and designated as Lot No. 10 in Block D, as shown on a certain map entitled "Resubdivision of Original Lots No. 40, 41, 43 and 45, Section 1, South Haven on the South River, Anne Arundel County, Maryland, J. N. Starkey, C.E., September, 1937", said plat recorded among the Plat Records of Anne Arundel County in Liber F.A.M. No. 5, folio 3; now in Plat Book No. 10, folio 32. Being the same property which was conveyed by the Tidewater Shores, Inc., to Paul McCain, by deed dated November 21, 1938, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 194, folio 104; and assessed to Paul McCain, whose last known address was 296 Northwest 56th Street, Miami, Florida, as Lot No. 10, Block D, Section 1, Plat 5, as shown on the Plat of South Haven, in the Second Election District of Anne Arundel County, Maryland. The amount due on the day of sale was \$15.00.

S- Certificate No. 2626

All that lot of ground situate in the Second Election District of Anne Arundel County aforesaid, known and designated as Lot No. 8, Block U, as shown on a certain map entitled "Resubdivision of Part of Section 1, South Haven on the South River, Anne Arundel County, Maryland, J. Starkey, C.E., November, 1936", said plat recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-6, Plat 5; now in Plat Book 10, folio 14. Being a part of the same property which was conveyed by Tidewater Shores, Inc., to G. Edward Moul and Ethelwyn A. Hine, by deed dated December 15, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 301, folio 28; and assessed to Edward G. Moul and Ethelwyn A. Hine, whose last known address was 312 Bond Building, Washington, D. C., as Lot No. 8, Block U, Section 1, Plat 3 of South Haven, in the Second Election District of Anne Arundel County, Maryland. The amount due on the day of sale was \$16.44.

T- Certificate No. 2627

All that lot of ground situate in the Second Election District of Anne Arundel County aforesaid, known and designated as Lot No. 34, Block U, as shown on a certain map entitled "Resubdivision of Part of Section 1, South Haven on the South River, by J. Starkey, C.E., November, 1936", said plat recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-6, Plat 5; now in Plat Book No. 10, folio 14. Being a part of the same property which was conveyed by Tidewater Shores, Inc., to G. Edward Moul and Ethelwyn A. Hine, by deed dated December 15, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 301, folio 28; and assessed to Edward G. Moul and Ethelwyn A. Hine, whose last known address was 312 Bond Building, Washington, D. C., as Lot No. 34, Block U-3, Section 1, Plat 3 of South Haven, in the Second Election District of Anne Arundel County, Maryland. The amount due on the day of sale was \$15.83.

U- Certificate No. 2628

All those two lots of ground situate in the Second Election District of Anne Arundel County aforesaid, known and designated as Lots No. 110-115, in Block 36, as shown on map entitled "Herald Harbor on the Severn, Amended Map of Section 'E'", said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; formerly in Liber W.N.W. No. 3, folio 31. Being a part of the same property which was conveyed to Oren R. Lewis by the Herald Harbor, Incorporated, by deed dated January 29, 1932, and recorded among said Land Records in Liber F.S.R. No. 95, folio 117; and assessed to Oren R. Lewis and wife, whose last known address was Court House Square, Arlington, Virginia. The amount due on the day of sale was \$16.98.

V- Certificate No. 2629

All that lot of ground situate in the Second Election District of Anne Arundel County, known and designated as Lot No. 19, Block 96, as shown on a certain map entitled "Herald Harbor on the Severn", said plat filed in Plat Book No. 4, folio 14; formerly in Liber W.N.W. No. 3, folio 31. Being the same property which was conveyed to M. Estelle Kirschner by John Kirschner, Jr., by deed dated June 25, 1929, and recorded among said Land Records in Liber F.S.R. No. 49, folio 219; and assessed to Estelle M. Kirschner, whose last known address was R.F.D. No. 2, Alexandria, Virginia, as Lot No. 19, Block 96, Section "E", as shown on Plat of Herald Harbor. The amount due on the day of sale was \$14.94.

W- Certificate No. 2630

All that lot of ground situate in the Second Election District of Anne Arundel County aforesaid, known and designated as Lot No. 3, Block 17, as shown on a certain map entitled "Severn Grove, Anne Arundel County, Maryland, dated June 10, 1932, Clarence F. Shelley, Engineer", recorded in Plat Book F.S.R. No. 3, folio 53; now in Book No. 8, folio 41; and being the same property which was conveyed to Harvey K. Kirby by Fred E. Kroker by deed dated June 14, 1932, and recorded among said Land Records in Liber F.S.R. No. 117, folio 240; and assessed to Harvey K. Kirby, whose last known address was 4118 New Hampshire Avenue, N.W., Washington, D. C. The amount due on the day of sale was \$15.54.

X- Certificate No. 2632

All those two lots of ground situate in the Second Election District of Anne Arundel County aforesaid, known and designated as Lots No. 22 and 23, Block 14, as shown on a certain map entitled "Severn Grove, Anne Arundel County, Maryland", said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 41; formerly in Liber F.S.R. No. 3, folio 53. Being the same property which was conveyed to Francis R. Wright, son, and S. Alice Wright, mother, by M. B. Robey, by deed dated July 23, 1935, and recorded among said Land Records in Liber F.A.M. No. 142, folio 37; and assessed to Francis R. Wright and Alice Wright, whose last known address was 1235 Jackson Street, N.E., Brookland, D. C. The amount due on the day of sale was \$18.55.

Y- Certificate No. 2633

All that lot of ground situate in the Second Election District of Anne Arundel County aforesaid, being known and designated as Lot No. 15, Block 16, as shown on a certain map entitled "Severn Grove, Anne Arundel County, Maryland, dated June 6, 1932", and filed among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 41; formerly in Liber F.S.R. No. 3, folio 53. Being the same property which was conveyed to Samuel Evans and Caroline B. Evans, his wife, by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated May 27, 1933, and recorded among said Land Records in Liber W.M.B. No. 123, folio 183; and assessed to Samuel Evans and Caroline B. Evans, whose last known address was 1367 North Carolina Avenue, N.E., Washington, D. C. The amount due on the day of sale was \$15.52.

Z- Certificate No. 2636

All that lot of ground situate in the Second Election District of Anne Arundel County aforesaid, being known and designated as Lot No. 18 in Block 74, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'E'," said plat, filed among the Plat Records aforesaid in Plat Book No. 4, folio 14; formerly in Liber W.N.W. No. 3, folio 31. Being the same property which was conveyed to Salvatore J. DeFontes by the Herald Harbor, Incorporated, by deed dated November 18, 1924, and recorded among the Land Records aforesaid in Liber W.M.B. No. 30, folio 112; and assessed to Salvadore J. DeFontes, whose last known address was 832 Jefferson Street, N.W., Washington, D. C. The amount due on the day of sale was \$14.93.

A(1)- Certificate No. 2637

All that lot of ground situate in the Second Election District of Anne Arundel County aforesaid, known and designated as Lot

No. 19 in Block 74, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'E', Edward W. Digges, Chief Engineer, November, 1924", said plat filed among the Plat Records in Plat Book No. 4, folio 14; formerly in Liber W.N.W. No. 3, folio 31. Being the same property which was conveyed to Francis A. DeFontes by Herald Harbor, Incorporated, by deed dated November 18, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 30, folio 113; and assessed to Francis A. DeFontes, whose last known address was 832 Jefferson Street, N.W., Washington, D. C. The amount due on the day of sale was \$14.93.

THIRD: That said properties have not been redeemed by any party in interest, although more than one year and one day from the date of sale have expired.

FOURTH: The Complainant prays for process directed to the above named respondents, whose last known addresses are set out with their names after the description of each property.

FIFTH: The Complainant prays for an order of publication directed to all parties in interest in the various properties.

SIXTH: To redeem the properties, it is necessary for the respondents to pay the sums as set out after the description of each property, with interest from October 11, 1954, all taxes interest and penalties accruing subsequent to the date of sale which have actually been paid by the Complainant under Sections 91, 108 and 109 of Article 81 of the Annotated Code of Maryland, 1951 Edition, as amended by Chapter 188 of the Acts of 1955.

SEVENTH: The Complainant prays the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described therein.

EIGHTH: That the Complainant may have such other and further relief as it may require.

And as in duty bound, etc.


Marvin I. Anderson
20-U West Street
Annapolis, Maryland
Solicitor for Complainant

15
Nº 2599 CERTIFICATE OF TAX SALE

LIBER. 108 PAGE 238

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to aa
Co Comm at public auction for the sum of 40 Dollars and 09

 Cents, of which Dollars has been paid as a deposit on the property.

in 1st District described as Lots 219-220
50x110 Ea as shown on the plat
of M. Selby
Revised 1950

and assessed to John Edward Lambert

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of oct 1954

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955



FILED

1956 OCT -6 AM 11:51 Exhibit No 1

16

Nº 2601 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 239

JOSEPH H. CRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. G.

County at public auction for the sum of 23.06 Dollars and

0 Cents, of which 0 Dollars has been paid as a deposit on the property

in 3 district described as Lts 53-54 Sec P.P. 40x126

as shown on the Plat of Glen Burnie Lts.

1949 Res. ale

and assessed to Roscar J. Davis

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Criscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Criscom, Sr., 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,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955



(4)

N^o 2602 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 240

I, JOSEPH H. GILCOM, Sr.

County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to P. G.

County at public auction for the sum of 41.32 Dollars and

0 Cents, of which 0 Dollars has been paid as a deposit on the property

in 3 district described as Lots 27-28 Sec 1. 40x126

as shown on the Plat of Helen Burnie Hgts

1948 Resale

and assessed to George A. Bunting

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Gilcom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gilcom, Sr., 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,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955



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Nº 2603 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 241

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. G.

County at public auction for the sum of 68.30 Dollars and

 Cents, of which Dollars has been paid as a deposit on the property

in 2 District described as Lots 32-42-43-44-45 Blk 15

Sec E. as shown on the Plat of Herald Harbor

1947 Resale

and assessed to Chas R. Lewis + Wife

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct, 1954

Joseph H. Grisco, Sr.
Collector.

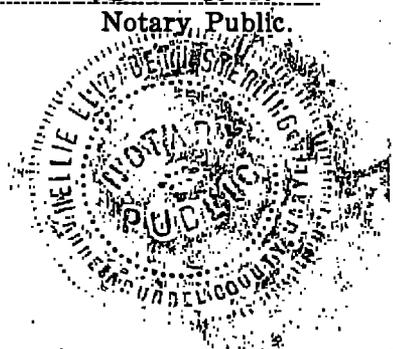
State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 54, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Grisco, Sr. 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,

Nellie Elizabeth Sterling
Notary, Public.

My Commission Expires May 2, 1955



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Nº 2604 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 242

I, **JOSEPH H. GIBSCOM, Sr.**
County Treasurer

Collector of Taxes for the State of Maryland and the
County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A.A.
County at public auction for the sum of 16.67 Dollars and

0 Cents, of which _____ Dollars has been paid as a deposit on the property
in 7th District described as Lot 29 Blk 42 Sec B as shown
on the Plat of Avalon Shores

Resale 1950
and assessed to Thomas W. & Lida L. Shaw

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Gibscorn, Sr.
Collector.

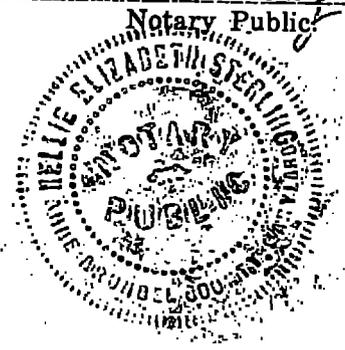
State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gibscorn, Sr. 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,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955



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Nº 2605 CERTIFICATE OF TAX SALE

LIDER 108 PAGE 243

I, **JOSEPH H. GIBSCOM, Sr.**, *County Treasurer*, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. G.
County at public auction for the sum of 16.67 Dollars and

0 Cents, of which _____ Dollars has been paid as a deposit on the property
in 7th District described as Lot 37 Blk. 42 as shown
on the Plat of Gordon Street.

Resale 1950

and assessed to Maria + Brian, Hurlock

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Gibscome Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gibscome Sr., 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,

Hellie Elizabeth Steiner
Notary Public.

My Commission Expires May 2, 1955



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N^o 2606 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 244

JOSEPH H. GUSCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 17th 1954, I sold to A. G. County at public auction for the sum of 63.17 Dollars and

4th Cents, of which _____ Dollars has been paid as a deposit on the property in 4th District described as 2 acres or situated at Belmont Adj. Thompson Farms

and assessed to 1950 Resale Mary E. Pethman

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Guscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Guscom, Sr., 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,

Nellie Elizabeth Stirling
Notary Public.

My Commission Expires May 2, 1955



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Nº 2608 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 245

I, **JOSÉPH H. GRESCOM, Sr.**, *County Treasurer*, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 17th 1954, I sold to A. G.

Adm. Tax at public auction for the sum of 19.91 Dollars and

0 Cents, of which _____ Dollars has been paid as a deposit on the property

in 4th District described as Lot 48 as situated in
Admission Plot

and assessed to 1950 Realty of
George H. Marie-Manning

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Grescom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Grescom Sr., 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,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955



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Chaffee 17

Nº 2609 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 246

I, **JOSEPH H. GIBCOM, Sr.**, *County Treasurer*, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. G. Community at public auction for the sum of 27.02 Dollars and

0 Cents, of which 0 Dollars has been paid as a deposit on the property in 4th District described as Lot 11 D as situated at Baton Chapel

and assessed to 1950 Resale
Rufus & Mahine Brown

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Gibcom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gibcom Sr., 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,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955



⑪

Nº 2615 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 247

JOSEPH H. GIBSON, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. G.

County at public auction for the sum of 14 91 Dollars and

 Cents, of which Dollars has been paid as a deposit on the property

in 4th District described as Lot 15 Blk 1 as shown
on the Plat of Colonial Park

and assessed to 1950 Resale
Mary D Anderson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Gibson, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gibson, Sr., 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,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955



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12
N^o 2616 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 248

JOSEPH H. GREGGOM, Sr.

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to 9.9 from tax at public auction for the sum of 48.09 Dollars and

0 Cents, of which _____ Dollars has been paid as a deposit on the property in 2nd District described as Lots 29-30 Blk 62 Sec C as shown on the Plat of Herald Harbor

1950 Resale
and assessed to Frances Marie

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Greggom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Greggom, Sr., 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,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955



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Nº 2617 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 249

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. J.

County at public auction for the sum of 106.40 Dollars and

Cents, of which _____ Dollars has been paid as a deposit on the property

in 2nd District described as lots 30-31 Mch 40 Sec C

lot 24 Blk 47 Sec B all as shown on the Plat
of General Harbor

1950 Recal

and assessed to William Messel Wall

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 19 54

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sect:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955



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Nº 2618 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 250

I, **JOSEPH H. CRISCOM, Sr.**, *County Treasurer*, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. G. County at public auction for the sum of 69.00 Dollars and

 Cents, of which Dollars has been paid as a deposit on the property in 2nd District described as Lots 13-14 Blk 95 Sec E. Lots 78-79-83-80-81-82 Blk 97 Sec E. All on plan on the Plat of Donald Harbor

1950 Resale and assessed to J. B. Thompson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Criscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Criscom, Sr. 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,

Mellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955



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15

Nº 2619 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 251

I, **JOSEPH H. GRISCOM, Sr.**
County Treasurer

Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. A.

County at public auction for the sum of 58.76 Dollars and

 Cents, of which Dollars has been paid as a deposit on the property

in 2nd District described as Lot 8 Blk 66 Sec C as-
shown on the Plat of Naval Harbor

1950 Resale

and assessed to J. B. Maloney

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Neecie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955



16

Nº 2620 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 252

I, **JOSEPH H. CRISCOM, Sr.**, *County Treasurer*, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. A.

County at public auction for the sum of 40.55 Dollars and

Cents, of which Dollars has been paid as a deposit on the property

in 2nd District described as Lots 11-12 Blk 32 Sec C
as shown on the Plat of Gerald Harbor.

and assessed to 1950 Resale
Log A. Lutton *TL*

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Criscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Criscom, Sr., 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,

Melie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955



13

Nº 2622 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 253

I, JOSEPH H. CRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A.A.

County at public auction for the sum of 33.55 Dollars and _____ Cents, of which _____ Dollars has been paid as a deposit on the property

in 2nd Unit described as lots 41-42 Bldg 31 Dec e an
shown on the Plat of Mixed Harbor

and assessed to 1950. Resale
Virgil C. & Sarah P. Davis

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Criscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Criscom, Sr., 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,

Willie Elizabeth Sterling
Notary Public.

My Commission Expires May 2 1955



18

Nº 2623 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 254

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. D.

County at public auction for the sum of 30.89 Dollars and

0 Cents, of which 0 Dollars has been paid as a deposit on the property in 2nd District described as Lots 18 to 22 Blk 49 Sec B as shown on the Plat of Harold Jarvis

1950 Resale and assessed to Mrs. Louis F. S. Leach

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 19 54

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Mellie Elizabeth Sterling
Notary Public

My Commission Expires May 2 1955



19

Nº 2625 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 255

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. G.

County at public auction for the sum of 15⁰⁰/₁₀₀ Dollars and

0 Cents, of which _____ Dollars has been paid as a deposit on the property

in 2nd District described as Lot in Block D Sec. 1 Plat 5
as shown in the Plat of South Waverly

1951 Bonds

and assessed to Paul McLoane

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 19 54

Joseph H. Griscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, 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,

Mellie Elizabeth Stebbins
Notary Public

My Commission Expires May 2, 1955



20

Nº 2626 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 256

I, **JOSEPH H. GIBSON, Sr.**, *County Treasurer*, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. G.

County at public auction for the sum of 16.44 Dollars and

 Cents, of which Dollars has been paid as a deposit on the property

in 2nd District described as Lot 2 Blk. N. Sec. 1 Plat 3 as shown on the Plat of South Haven

1951 Resale

and assessed to Edward H. Ford & Elizabeth A. Ford

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Gibson, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gibson, Sr., 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,

Belle Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955



2

No 2627 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 257

I, JOSEPH H. MUSCOM, Sr., *County Treasurer*, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to Q. Q.

County at public auction for the sum of 15.83 Dollars and

Cents, of which _____ Dollars has been paid as a deposit on the property in 2nd District described as Lot 34 Blk W. 3 Ac. 1 Plat 3 as shown on the Plat of South Haven

and assessed to 1951 Resale
Edward M. Howard & Ethelwyn G. Stone

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Muscom, Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Muscom, Sr. 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,

Kellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955



35'

23

Catch
all discrepancies

N^o 2628 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 258

I, JOSEPH H. CRESCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. A. County at public auction for the sum of 16.98 Dollars and

Cents, of which _____ Dollars has been paid as a deposit on the property in 2nd District described as Lot 110-115 Bth 36 to E as shown on the Plot of General Harbor

and assessed to 1951 Resale
Oliver P. Lewis & Wife

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 19 54
Orig 3-36 110 36 A - 115 does not appear
4-18 - 110 would appear Joseph H. Crescom Jr
Amended to be in 36 A
115 in 36 B.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Crescom Jr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2 1955



(22)

Nº 2629 CERTIFICATE OF TAX SALE LIBER 108 PAGE 259

JOSEPH H. GIBCOM, Sr.

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to G. G.

County at public auction for the sum of 14.94 Dollars and

1 Cents, of which Dollars has been paid as a deposit on the property

in 2nd District described as Lot 19 Blk 91, sec E as

shown on the Plat of David Garboz

1951 Resale mt

and assessed to Estelle M. Kirchner

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Gibcom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gibcom Sr., 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,

Nellie Elizabeth Stebbins
Notary Public.

My Commission Expires May 2, 1955



24

Nº 2630 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 260

I, **JOSEPH H. DRISCOM, Sr.**, *County Treasurer*, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. G.
County at public auction for the sum of 15.54 Dollars and

0 Cents, of which _____ Dollars has been paid as a deposit on the property
in 2nd District described as Lot 3 Blk 17 as shown
on the Plat of Severn Shore

and assessed to 1951 Resale
Harvey K. Kirby

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Driscoll Sr.
Collector.

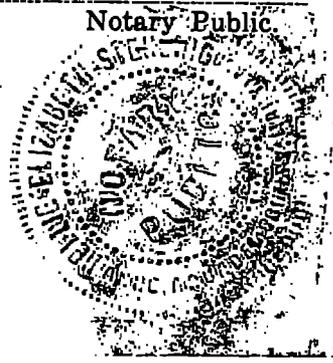
State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Driscoll Sr., 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,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955



26

No. 2632 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 261

I, JOSEPH H. GIBSON, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. G.

County at public auction for the sum of 18.55 Dollars and

0 Cents, of which 0 Dollars has been paid as a deposit on the property

in 2nd District described as Lots 22-23 Block 14 as shown on the Plat of Severn Shore

appears

and assessed to Francis R. & Alicia Wright

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Gibson
Collector.

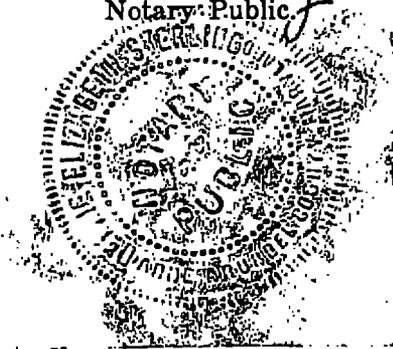
State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gibson, Sr. 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,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955



29

N^o 2633 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 262

I, JOSEPH H. CRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. G. County at public auction for the sum of 15.52 Dollars and

0 Cents, of which 0 Dollars has been paid as a deposit on the property in 2nd District described as Lot 15 Bk 16 as shown on the Plat of Sewer Groves

Arrens and assessed to Samuel + Caroline B. Evans

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1954

Joseph H. Criscom, Sr.
Collector.

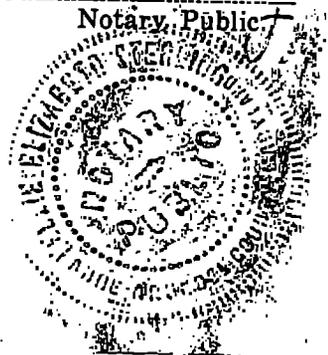
State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Criscom, Sr., 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,

Nellie Elizabeth Stehling
Notary Public

My Commission Expires May 2, 1955



28

Nº 2636 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 263

JOSEPH H. GUSCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A.A.

County at public auction for the sum of 14.93 Dollars and

0 Cents, of which 0 Dollars has been paid as a deposit on the property

in 2nd District described as Lot 18 Block 74 Sec E as

shown on the Plat of Harold Junior

appears

and assessed to Col. done J. De Fontes

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct, 1954

Joseph H. Guscom Sr.
Collector.

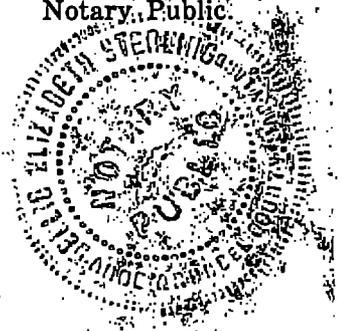
State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Guscom Sr., 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,

Nellie Elizabeth Sterbens
Notary Public

My Commission Expires May 2, 1955



41

29

Nº 2637 CERTIFICATE OF TAX SALE

LIBER 108 PAGE 264

I, **JOSEPH H. GIBCOM, Sr.**, *County Treasurer*, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11th 1954, I sold to A. G. County at public auction for the sum of 14.93 Dollars and

0 Cents, of which 0 Dollars has been paid as a deposit on the property in 2nd District described as Lot 19 Blk 74 Sec E as shown on the Plat of Tidewater Harbor

Arrens
and assessed to Francis A. McEntee *et al*

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12th 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct, 1954

Joseph H. Gibcom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gibcom Sr., 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,

Bellie Elizabeth Stebbins
Notary Public.

My Commission Expires May 2, 1955



42

Marvin I. Anderson--Solicitor
20-U West Street, Annapolis, Md.

No. 11,892 Equity, in the Circuit Court for Anne Arundel County, County Commissioners of Anne Arundel County, a body corporate, vs. John Edward Lambert; Oscar J. Davis; Noah A. Hillman; Amelia Hillman; George H. Bunting; Frank L. Warfield; Grace G. Warfield; Oren R. Lewis; Charles W. Shaw; Lida L. Shaw; Frank Hursh; Evelyn S. Hursh; Mary E. Rethman; Samuel Schenker; Bert E. Schenker; George L. Manning; Marie Manning; Rufus Brown; Maxine Brown; Mary I. Anderson, also known as Mary L. Anderson; Frances Weaver; Helen Wessell, also known as Helen Wessell Wall; J. R. Thompson, also known as J. Raymond Thompson, and also known as J. B. Thompson; J. C. Maloney; Loy A. Lutton; Virgil C. Davis; Sara E. Davis; Loretta B. Creahen, also known as Mrs. Louis F. S. Cook; Paul McCain, also known as Paul McKain; Edward G. Moul; Ethelwyn A. Hine; M. Estelle Kirschner, also known as Estelle M. Kirschner; Harvey K. Kirby; Francis R. Wright; S. Alice Wright; Samuel Evans; Caroline B. Evans; Salvatore J. DeFontes; and Francis A. DeFontes; and any and all persons having or claiming to have any interest in the property hereinafter described.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the First, Second, Third, Fourth, and Seventh Election Districts of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

A. All those lots of ground situate, lying and being in the Subdivision of North Selby in the First Election District of Anne Arundel County, State of Maryland, which are laid down on the Plat thereof duly recorded in the Office of the Clerk of the Circuit Court for said County in Plat Book F.S.R. No. 3, folio 39; now in Book No. 8, folio 27, and thereon designated as Lots No. 219 and 220. Being the same property which was conveyed to John Edward Lambert by Mrs. Laura V. Ledman, by deed dated August 16, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 187, folio 219.

B. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County, designated and known as Lots No. 53 and 54 in Section "PP", containing 40 feet fronting on Broad Avenue, and extending of that width in depth 120 feet, plus an additional 6 feet for automobile driveway, as shown on Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Section 3, folio 193; now in Plat Book No. 16, folio 19. Being the same property which was conveyed to Oscar J. Davis by The Workman's Cooperative Realty Company, Inc., by deed dated December 23, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 103, folio 346.

C. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County, designated and known as Lots No. 27 and 28, Section "S", containing approximately

Filed 9 Oct., 1956.

40 feet frontage on Rose Avenue and extending of that width in depth 120 feet, plus an additional 6 feet for automobile driveway, as shown on Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Section 3, folio 193; now in Plat Book No. 16, folio 19. Being the same property which was conveyed to George H. Bunting by Workman's Cooperative Realty Company, Inc., by deed dated May 14, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 29, folio 261.

D. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, designated as Lots No. 32, 42, 43, 44, and 45, Block 15, Amended Map of Section "E", Herald Harbor on the Severn, said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; formerly in Liber W.N.W. No. 3, folio 31. Being a part of the same property which was conveyed to Oren R. Lewis by Herald Harbor, Inc., by deed dated January 29, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 95, folio 117.

E. All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, known and designated as Lot No. 29 in Block 42, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Section 'B', February, 1936", said plat filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 26; now filed in Plat Book No. 10, folio 4. Being the same property which was conveyed to Charles W. Shaw and Lida L. Shaw, his wife, by Avalon Shores, Inc., et al., by deed dated October 31, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 159, folio 277.

F. All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, known and designated as Lot No. 37 in Block 42, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Section 'B', February, 1936, J. N. Starkey, Civil Engineer", recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 4, folio 26; now filed in Plat Book No. 10, folio 4. Being the same property which was conveyed to Frank Hursh and Evelyn S. Hursh, his wife, by Avalon Shores, Inc., et al., by deed dated November 2, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 157, folio 303.

G. All that tract of land situate, lying and being in the Fourth Election District of Anne Arundel County, and described as follows, to wit: Beginning for the same at the corner formed by the intersection of the southeast side of South Road (30 feet wide, laid out along the southeast side of the W. B. & A. Railroad) and the northeast side of East Drive (30 feet wide) as laid out on the Plat of Thompson Farms, and running thence on the southeast side of South Road, northeasterly 200 feet to the beginning of the lot, which by deed dated June 8, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 12, folio 289, was conveyed by the said David Scarlett Ross to Marion B. French; thence southeasterly and binding reversely on the fourth line of the lot of ground conveyed to Marion B. French, as aforesaid, 380 feet to intersect the northwest side of Dundeed Road, at the distance of 204 feet northeasterly from the intersection of the northwest side of Dundeed Road and the northeast side of East Drive; thence on the northwest side of Dundeed Road southwesterly 204 feet to the northeast side of East Drive; and thence northwesterly on the northeast side of East Drive 400 feet to the point of beginning. Being the same property which was conveyed to Mary E. Rethman by David Scarlett Ross, bachelor, by deed dated November 28, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 110, folio 174.

H. All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, designated as Lot No. 48, said Lot No. 48 having a frontage of 30 feet and a depth of 130 feet, as shown on a plat of Dunbar Heights, located on George Avenue, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 18, folio 34; formerly in Liber W.M.B. No. 1, folio 50; said Dunbar Heights now known as Alberta Heights. Being the same property which was conveyed to George L. Manning and Marie Manning, his wife, by the two following deeds: One from Harry A. Carpenter and Mary E. Carpenter, his wife, dated April 27, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 306, folio 279; and the other from William A. C. Hughes, Jr., and Wilbur R. Dulin, Trustees, dated March 23, 1948, and recorded among the Land Records aforesaid in Liber J.H.H. No. 466, folio 466.

I. All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, known as Lot No. 11-D, as shown on a Plat of Baton Chapel, said plat recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, plat 8; now filed in Plat Book No. 11, folio 17. Being the same property which was conveyed to Rufus Brown and Maxine Brown, his wife, by Jenevie Roth and Louis Roth, her husband, by deed dated July 17, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 265, folio 150.

J. All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, being known and designated as Lot No. 15, Block I, being 20 feet front and rear, by 100 feet in depth on both sides, as shown on Plat of Colonial Park, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. W.N.W. No. 1, folio 339 and 340; now filed in Book No. 15, folio 16. Being the same property which was conveyed to Mary L. Anderson by the Aladdin Realty and Home Builders Corporation by deed dated March 7, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 45, folio 372.

K. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lots No. 29 and 30 in Block 62, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C', Edward W. Digges, Chief Engineer, November, 1924", which plat is filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 17. Being the same property which was conveyed to Frances Weaver by Harry Nelligan, unmarried, by deed dated July __, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 76, folio 366.

L. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid, known and designated as Lots No. 30 and 31 in Block 40, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C', Edward W. Digges, Chief Engineer, November, 1924", said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 3, folio 34; now in Plat Book No. 4, folio 17; and Lot No. 24 in Block 47, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'B'", said plat filed among the Plat Records aforesaid in Plat Book No. 1, folio 9. Being the same property which was conveyed to Helen Wessell by the Herald Harbor, Inc., by deed dated February 20, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 44, folio 17.

M. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lots No. 13 and 14, Block 95, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'E', Edward W. Digges, Chief Engineer, November, 1924", said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; formerly in Liber W.N.W. No. 3, folio 31. Being the same property which was conveyed to J. R. Thompson by Herald Harbor, Incorporated, by deed dated November 18, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 90, folio 148; also Lots No. 78, 79, 80, 81, 82, and 83 in Block 97, as shown on the aforesaid Map of Herald Harbor on the Severn, Amended Map of Section "E", said plat filed among the aforesaid Plat Records in Plat Book No. 4, folio 14; formerly in Liber W.N.W. No. 3, folio 31. Being the same property which was conveyed to J. Raymond Thompson by Herald Harbor, Incorporated, by deed dated April 15, 1925, and recorded among the Land Records aforesaid in Liber W.M.B. No. 5, folio 462.

N. All that lot of ground situate, lying and being in the Second Election District, being known and designated as Lot No. 8 in Block 66, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C'", said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 17; formerly in Liber W.N.W. No. 3, folio 34. Being the same property which was conveyed to J. C. Maloney by Herald Harbor, Inc., by deed dated February 16, 1925, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 4, folio 467.

O. All those lots situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lots No. 11 and 12 in Block 32, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C'", said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 17; formerly in Liber W.N.W. No. 3, folio 34. Being the same property which was conveyed to Loy A. Lutton by Spencer A. Stine and Margaret J. Stine, his wife, by deed dated July 27, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 266, folio 330.

P. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lots No. 41 and 42 in Block 31, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C'", said plat now filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 17; formerly in Liber W.N.W. No. 3, folio 34. Being the same property which was conveyed to Virgil C. Davis and Sara E. Davis, by the Herald Harbor, Incorporated, by deed dated August 20, 1925, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 4, folio 326.

Q. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lots No. 18, 19, 20, 21 and 22 in Block 49, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'B'", said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 9; formerly in Liber W.M.B. No. 3, folio 10. Being the same property which was conveyed to Loretta B. Creahen by Herald Harbor, Inc., by deed dated April 19, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 4, folio 379.

R. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known and

designated as Lot No. 10 in Block D, as shown on a certain map entitled "Resubdivision of Original Lots No. 40, 41, 43 and 45, Section 1, South Haven on the South River, Anne Arundel County, Maryland, J. N. Starkey, C. E., September, 1937", said plat recorded among the Plat Records of Anne Arundel County in Liber F.A.M. No. 5, folio 3; now in Plat Book No. 10, folio 32. Being the same property which was conveyed by the Tidewater Shores, Inc., to Paul McKain, by deed dated November 21, 1938, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 194, folio 104.

S. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lot No. 8, Block U, as shown on a certain map entitled "Resubdivision of Part of Section 1, South Haven on the South River, Anne Arundel County, Maryland, J. N. Starkey, C. E., November, 1936", said plat recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-6, plat 5; now in Plat Book No. 10, folio 14. Being a part of the same property which was conveyed by Tidewater Shores, Inc., to G. Edward Moul and Ethelwyn A. Hine, by deed dated December 15, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 301, folio 28.

T. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lot No. 34, Block U, as shown on a certain map entitled "Resubdivision of Part of Section 1, South Haven on the South River, by J. N. Starkey, C. E., November, 1936", said plat recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-6, plat 5; now in Plat Book No. 10, folio 14. Being a part of the same property which was conveyed by Tidewater Shores, Inc., to G. Edward Moul and Ethelwyn A. Hine, by deed dated December 15, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 301, folio 28.

U. All those two lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lots No. 110-115, in Block 36, as shown on map entitled "Herald Harbor on the Severn, Amended Map of Section 'E'", said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; formerly in Liber W.N.W. No. 3, folio 31. Being a part of the same property which was conveyed to Oren R. Lewis by the Herald Harbor, Incorporated, by deed dated January 29, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 95, folio 117.

V. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lot No. 19, Block 96, as shown on a certain map entitled "Herald Harbor on the Severn", said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; formerly in Liber W.N.W. No. 3, folio 31. Being the same property which was conveyed to M. Estelle Kirschner by John Kirschner, Jr., by deed dated June 25, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 49, folio 219.

W. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lot No. 3, Block 17, as shown on a certain map entitled "Severn Grove, Anne Arundel County, Maryland, dated June 10, 1932, Clarence F. Shelley, Engineer", said plat recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 53;

now in Plat Book No. 8, folio 41. Being the same property which was conveyed to Harvey K. Kirby by Fred E. Kroker by deed dated June 14, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 117, folio 240.

X. All those two lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lots No. 22 and 23, Block 14, as shown on a certain map entitled "Severn Grove, Anne Arundel County, Maryland", said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 41; formerly in Liber F.S.R. No. 3, folio 53. Being the same property which was conveyed to Francis R. Wright, son, and S. Alice Wright, mother, by M. B. Robey, by deed dated July 23, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 142, folio 37.

Y. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, being known and designated as Lot No. 15, Block 16, as shown on a certain map entitled "Severn Grove, Anne Arundel County, Maryland, dated June 6, 1932", and filed among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 41; formerly in Liber F.S.R. No. 3, folio 53. Being the same property which was conveyed to Samuel Evans and Caroline B. Evans, his wife, by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated May 27, 1933, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 123, folio 183.

Z. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, being known and designated as Lot No. 18 in Block 74, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'E'", said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; formerly in Liber W.N.W. No. 3, folio 31. Being the same property which was conveyed to Salvatore J. DeFontes by the Herald Harbor, Incorporated, by deed dated November 18, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 30, folio 112.

A(1). All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lot No. 19 in Block 74, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'E', Edward W. Digges, Chief Engineer, November, 1924", said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; formerly in Liber W.N.W. No. 3, folio 31. Being the same property which was conveyed to Francis A. DeFontes by Herald Harbor, Incorporated, by deed dated November 18, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 30, folio 113.

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon, this 9th day of October, 1956, by the Circuit Court for Anne Arundel County in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in

said property to be and appear in this Court by the 12th day of *December*, 1956, and redeem the property and answer the Bill, or thereafter a final decree will be rendered, foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

George J. Cromwell
Clerk

TRUE COPY TEST:

Clerk

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., *December 18*, 1956

We hereby certify, that the annexed

Order of Publication

John Edward Lambert
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 *December*, 1956. The first

insertion being made the *11th* day of

October, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

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H. Tilghman

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MARVIN I. ANDERSON,
Solicitor
20-U West Street,
Annapolis, Maryland

No. 11,802 Equity, in the Circuit Court for Anne Arundel County, County Commissioners of Anne Arundel County, a body corporate, vs. John Edward Lambert; Oscar J. Davis; Noah A. Hillman; Amella Hillman; George H. Bunting; Frank L. Warfield; Grace G. Warfield; Oren R. Lewis; Charles W. Shaw; Lida L. Shaw; Frank Hursh; Evelyn S. Hursh; Mary E. Reithman; Samuel Schenker; Bert E. Schanker; George L. Manning; Marie Manning; Rufus Brown; Maxine Brown; Mary I. Anderson, also known as Mary L. Anderson; Frances Weaver; Helen Wessel, also known as Helen Wessel Wall; J. H. Thompson, also known as J. Raymond Thompson, and also known as J. B. Thompson; J. G. Maloney; Loy A. Luton; Virgil C. Davis; Sara E. Davis; Loretta B. Creaban, also known as Mrs. Louis F. S. Cook; Paul McGuin, also known as Paul McKinn; Edward G. Moul; Ethelwyn A. Hine; M. Estelle Kirschner, also known as Estelle M. Kirschner; Harvey K. Kirby; Francis R. Wright; S. Alloe Wright; Samuel Evans; Caroline B. Evans; Salvatore J. DeFontes; and Francis A. DeFontes; and any and all persons having, or claiming to have any interest in the property hereinafter described.

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the First, Second, Third, Fourth, and Seventh Election Districts of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

A. All those lots of ground situate, lying and being in the subdivision of North Selby in the First Election District of Anne Arundel County, State of Maryland, which are laid down on the Plat thereof duly recorded in the Office of the Clerk of the Circuit Court for said County in Plat Book F. S. R. No. 3, folio 39; now in Book No. 8, folio 27, and thereon designated as Lots No. 210 and 220. Being the same property which was conveyed to John Edward Lambert by Mrs. Laura V. Ledman, by deed dated August 16, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 187, folio 219.

B. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County, designated and known as Lots No. 53 and 54 in Section "PP," containing 40 feet fronting on Broad Avenue, and extending of that width in depth 120 feet, plus an additional 6 feet for automobile driveway, as shown on Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Section 3, folio 103; now in Plat Book No. 16, folio 19. Being the same property which was conveyed to Oscar J. Davis by The Workman's Cooperative Realty Company, Inc., by deed dated December 23, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 103, folio 344.

C. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County, designated and known as Lots No. 27 and 28, Section "S," containing approximately 40 feet frontage on Ross Avenue and extending of that width in depth 120 feet, plus an additional 6 feet for automobile driveway, as shown on Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Section 3, folio 103; now in Plat Book No. 16, folio 19. Being the same property which was conveyed to George H. Bunting by Workman's Cooperative Realty Company, Inc., by deed dated May 14, 1926, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 29, folio 361.

D. All those lots of ground situate,

situate on East Drive, and thence northwesterly on the northeast side of East Drive 400 feet to the point of beginning. Being the same property which was conveyed to Mary E. Reithman by David Scarlett Ross, bachelor, by deed dated November 28, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 110, folio 174.

H. All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, designated as Lot No. 48, having a frontage of 80 feet and a depth of 130 feet, as shown on a plat of Dunbar Heights, located on George Avenue, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 18, folio 34; formerly in Liber W. M. B. No. 1, folio 50; said Dunbar Heights now known as Alberts Heights. Being the same property which was conveyed to George L. Manning and Marie Manning, his wife, by the two following deeds: One from Harry A. Carpenter and Mary E. Carpenter, his wife, dated April 27, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 306, folio 270; and the other from William A. C. Hughes, Jr., and Wilbur R. DuMan, Trustees, dated March 23, 1948, and recorded among the Land Records aforesaid in Liber J. H. H. No. 466, folio 466.

I. All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, known as Lot No. 11-D, as shown on a Plat of Baton Chapel, said plat recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, plat 8; now filed in Plat Book No. 11, folio 17. Being the same property which was conveyed to Rufus Brown and Maxine Brown, his wife, by Jenerie Roth and Louis Roth, her husband, by deed dated July 17, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 265, folio 150.

J. All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, being known and designated as Lot No. 15, Block 1, being 20 feet front and rear, by 100 feet in depth on both sides, as shown on Plat of Colonial Park, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. W. N. W. No. 1, folio 339 and 340; now filed in Book No. 15, folio 14. Being the same property which was conveyed to Mary L. Anderson by the Aladdin Realty and Home Builders Corporation by deed dated March 7, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 45, folio 372.

K. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lots No. 20 and 30 in Block 62, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C', Edward W. Digges, Chief Engineer, November, 1925," which plat is filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 17. Being the same property which was conveyed to Frances Weaver by Harry Naligan, unmarried, by deed dated July, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 70, folio 360.

L. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid, known and designated as Lots No. 30 and 31 in Block 40, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C', Edward W. Digges, Chief Engineer, November, 1924," said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 3, folio 34; now in Plat Book No. 4, folio 17; and Lot No. 24 in Block 47, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'B'," said plat filed among the Plat Records aforesaid in Plat Book No. 1, folio 9. Being the same property which was conveyed to Helen Wessel by the Herald Harbor, Inc., by deed dated February 20, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 44, folio 17.

M. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known

and designated as Lots No. 18, 19, 20, 21 and 22 in Block 49, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'B'," said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 9; formerly in Liber W. M. B. No. 3, folio 10. Being the same property which was conveyed to Loretta B. Creaban by Herald Harbor, Inc., by deed dated April 10, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 4, folio 379.

R. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lot No. 10 in Block D, as shown on a certain map entitled "Re-subdivision of Original Lots No. 40, 41, 43 and 45, Section 1, South Haven on the South River, Anne Arundel County, Maryland, J. N. Starkey, C. E., September, 1937," said plat recorded among the Plat Records of Anne Arundel County in Liber F. A. M. No. 5, folio 3; now in Plat Book No. 10, folio 22. Being the same property which was conveyed by the Tidewater Shores, Inc., to Paul McKinn, by deed dated November 21, 1938, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 194, folio 104.

S. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lot No. 8, Block U, as shown on a certain map entitled "Re-subdivision of Port of Section 1, South Haven on the South River, Anne Arundel County, Maryland, J. N. Starkey, C. E., November, 1930," said plat recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-6, plat 5; now in Plat Book No. 10, folio 14. Being a part of the same property which was conveyed by Tidewater Shores, Inc., to G. Edward Moul and Ethelwyn A. Hine, by deed dated December 15, 1943, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 301, folio 28.

T. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lot No. 34, Block U, as shown on a certain map entitled "Re-subdivision of Part of Section 1, South Haven on the South River, by J. N. Starkey, C. E., November, 1930," said plat recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-6, plat 5; now in Plat Book No. 10, folio 14. Being a part of the same property which was conveyed by Tidewater Shores, Inc., to G. Edward Moul and Ethelwyn A. Hine, by deed dated December 15, 1943, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 301, folio 28.

U. All those two lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lots No. 110-115, in Block 26, as shown on map entitled "Herald Harbor on the Severn, Amended Map of Section 'E'," said plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; formerly in Liber W. N. W. No. 3, folio 31. Being a part of the same property which was conveyed to Oren R. Lewis, by the Herald Harbor, Incorporated, by deed dated January 20, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 95, folio 117.

V. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lot No. 19, Block 06, as shown on a certain map entitled "Herald Harbor on the Severn," said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; formerly in Liber W. N. W. No. 3, folio 31. Being the same property which was conveyed to M. Estelle Kirschner by John Kirschner, Jr., by deed dated June 25, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 43, folio 210.

W. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lot No. 3, Block 17, as shown on a certain map entitled "Severn Grove, Anne Arundel County, Maryland, dated June 10, 1932, Clarence F. Shelley, Engineer," said plat rec-

ord that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon, this 9th day of October, 1956, by the Circuit Court for Anne Arundel County in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 12th day of December, 1956, and redeem the property and answer the Bill, or thereafter a final decree will be rendered, foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

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

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lying and being in the Second Election District of Anne Arundel County, designated as Lots No. 32, 42, 43, 44, and 45, Block 16, Amended Map of Section "E," Herald Harbor on the Severn, said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; formerly in Liber W. N. W. No. 3, folio 31. Being a part of the same property which was conveyed to Oren R. Lewis by Herald Harbor, Inc., by deed dated January 29, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96, folio 117.

E. All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, known and designated as Lot No. 29 in Block 42, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Section 'B,' February, 1936," said plat filed among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 4, folio 26; now filed in Plat Book No. 10, folio 4. Being the same property which was conveyed to Charles W. Shaw and Lida L. Shaw, his wife, by Avalon Shores, Inc., et al., by deed dated October 31, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 159, folio 277.

F. All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, known and designated as Lot No. 37 in Block 42, as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Section 'B,' February, 1936, J. N. Starkey, Civil Engineer," recorded among the Plat Records of Anne Arundel County in Liber F. S. R. No. 4, folio 26; now filed in Plat Book No. 10, folio 4. Being the same property which was conveyed to Frank Hursh and Evelyn S. Harsh, his wife, by Avalon Shores, Inc., et al., by deed dated November 2, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 157, folio 303.

G. All that tract of land situate, lying and being in the Fourth Election District of Anne Arundel County, and described as follows, to wit: Beginning for the same at the corner formed by the intersection of the southeast side of South Road (30 feet wide, laid out along the southeast side of the W. B. and A. Railroad) and the northeast side of East Drive (30 feet wide) as laid out on the Plat of Thompson Farms, and running thence on the southeast side of South Road, northerly 200 feet to the beginning of the lot, which by deed dated June 8, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 12, folio 280, was conveyed by the said Dayld Scarlett Ross to Marlon B. French; thence southeasterly and bounding reversely on the fourth line of the lot of ground conveyed to Marlon B. French, as aforesaid, 350 feet to intersect the northwest side of Dundeed Road, at the distance of 204 feet northeasterly from the intersection of the northwest side of Dundeed Road and the northeast side of East Drive; thence on the northwest side of Dundeed Road southwesterly 204 feet to the northeast

and designated as Lots No. 13 and 14, Block 95, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'E,' Edward W. Digges, Chief Engineer, November, 1924," said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; formerly in Liber W. N. W. No. 3, folio 31. Being the same property which was conveyed to J. R. Thompson by Herald Harbor, Incorporated, by deed dated November 18, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 90, folio 146; also Lots No. 78, 79, 80, 81, 82, and 83 in Block 97, as shown on the aforesaid Map of Herald Harbor on the Severn. Amended Map of Section "E," said plat filed among the aforesaid Plat Records in Plat Book No. 4, folio 14; formerly in Liber W. N. W. No. 3, folio 31. Being the same property which was conveyed to J. Raymond Thompson by Herald Harbor, Incorporated, by deed dated April 15, 1925, and recorded among the Land Records aforesaid in Liber W. M. B. No. 5, folio 462.

N. All that lot of ground situate, lying and being in the Second Election District, being known and designated as Lot No. 8 in Block 68, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C,'" said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 17; formerly in Liber W. N. W. No. 3, folio 34. Being the same property which was conveyed to J. C. Maloney by Herald Harbor, Inc., by deed dated February 16, 1925, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 4, folio 467.

O. All those lots situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lots No. 11 and 12 in Block 32, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C,'" said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 17; formerly in Liber W. N. W. No. 3, folio 34. Being the same property which was conveyed to Loy A. Lutton by Spencer A. Stine and Margaret J. Stine, his wife, by deed dated July 27, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 266, folio 330.

P. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lots No. 41 and 42 in Block 31, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'C,'" said plat now filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 17; formerly in Liber W. N. W. No. 3, folio 34. Being the same property which was conveyed to Virgil C. Davis and Sara E. Davis, by the Herald Harbor, Incorporated, by deed dated August 20, 1925, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 4, folio 326.

Q. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known

and recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 3, folio 53; now in Plat Book No. 8, folio 41. Being the same property which was conveyed to Harvey K. Kirby by Fred E. Kroker by deed dated June 14, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 117, folio 240.

X. All those two lots of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lots No. 22 and 23, Block 14, as shown on a certain map entitled "Severn Grove, Anne Arundel County, Maryland," said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 41; formerly in Liber F. S. R. No. 3 folio 53. Being the same property which was conveyed to Francis R. Wright, son, and S. Alice Wright, mother, by M. B. Robey, by deed dated July 23, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 142, folio 37.

Y. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, being known and designated as Lot No. 16, Block 18, as shown on a certain map entitled "Severn Grove, Anne Arundel County, Maryland, dated June 6, 1932," and filed among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 41; formerly in Liber F. S. R. No. 3, folio 53. Being the same property which was conveyed to Samuel Evans and Caroline B. Evans, his wife, by Fred E. Kroker and Ethel W. Kroker, his wife, by deed dated May 27, 1933, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 123, folio 183.

Z. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, being known and designated as Lot No. 18 in Block 74, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section 'E,'" said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; formerly in Liber W. N. W. No. 3, folio 31. Being the same property which was conveyed to Salvatore J. DeFontes by the Herald Harbor, Incorporated, by deed dated November 18, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 30, folio 112.

A (1) All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known and designated as Lot No. 19 in Block 74, as shown on a certain map entitled "Herald on the Severn Amended Map of Section 'E,' Edward W. Digges, Chief Engineer, November, 1924," said plat filed among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; formerly in Liber W. N. W. No. 3, folio 31. Being the same property which was conveyed to Francis A. DeFontes by Herald Harbor, Incorporated, by deed dated November 18, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 30, folio 113.

The Bill states, among other things,

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY,
a body corporate

vs.

JOHN EDWARD LAMBERT, et al

NO. 11,892 EQUITY
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the County Commissioners of Anne Arundel County, a body corporate by Marvin I. Anderson, its Attorney respectfully shows:

1. That two "Non Est" have been returned against the following defendants in the above entitled case:

George Bunting
Mary Rethman
George L. Manning
Marie Manning
Rufus Brown
Maxine Brown
Mary I. Anderson, also known as
Mary L. Anderson
Loy A. Lutton

2. That the following defendants were returned "summoned" by the Sheriff of Anne Arundel County:

Noah A. Hillman
Amelia Hillman
Frank L. Warfield
Grace G. Warfield
Samuel Schenker
Bert E. Schenker

3. That the following non-resident defendants have neither appeared nor answered as required by the Order of Publication although the time for so doing has expired, as will be seen by reference to the Certificate of Publication hereto attached:

John Edward Lambert
Oscar J. Davis
Oren R. Lewis
Charles W. Shaw
Lida L. Shaw
Frank Hursh

FILED

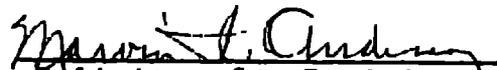
1956 DEC 20 AM 11:14

57

Evelyn S. Hursh
Frances Weaver
Helen Wessell, also known as
Helen Wessell Wall
J.R.Thomspn, also known as
J. Raymond Thompson, also known as
J.B.Thompson
J.C. Maloney
Virgil C. Davis
Sara E. Davis
Loretta B. Creahen, also known as
Mrs. Louis F.S.Cook
Paul McCain, also known as
Paul McKain
Edward G. Moul
Ethelwyn A. Hine
M. Estelle Kirschner, also known as
Estelle M. Kirschner
Harvey K. Kirby
Francis R. Wright
S. Alice Wright
Samuel Evans
Caroline B. Evans
Salvatore J. DeFontes
Francis A. DeFontes

LIBER 108 PAGE 275

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


Solicitor for Petitioner

DECREE PRO CONFESSO

IT appearing from the proceedings in this cause that two "Non Est" have been returned against the Defendants set forth in Paragraph 1 of the Petition; that the Defendants mentioned in Paragraph 2 of said Petition were duly summoned; and that the Non-resident Defendants mentioned in Paragraph 3 of said Petition were duly notified by Order of Publication; and it further appearing that all of the said Defendants mentioned in Paragraphs 1, 2 and 3 were duly notified by Order of Publication; and that the Order of Publication heretofore issued therein has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland; and all of the Defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

FILED

1956 DEC 20 PM 3:31

It is thereupon this 25th day of December, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREE that the said Bill of Complaint, be, and the same is hereby, taken pro confesso against said Defendants.

Benjamin Michael
Judge

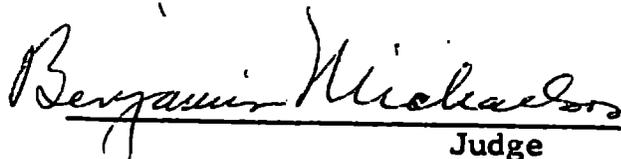
the Bill of Complaint and Certificates of Sale as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes be, and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and dissents occurring prior to this decree; as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public easements to which the same is subject) is hereby vested in the Plaintiff.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the County Commissioners of Anne Arundel County, a body corporate.

4. That the Clerk of this Court issue a certified copy of this decree to be served on the Treasurer.

5. That the Plaintiff shall pay the costs of this proceeding.


Judge

IN THE MATTER OF THE SALE
OF THE
MORTGAGED LEASEHOLD PROPERTY
OF
EARL BROADWAY and
SHIRLEY MAE BROADWAY, his wife

NO. 12,377 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

MR. GEORGE T. CROMWELL, CLERK:

Please docket the above entitled case, and file the accompanying original Mortgage upon the property described therein and situated in Anne Arundel County, State of Maryland, from EARL BROADWAY and SHIRLEY MAE BROADWAY, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, for the sum of Ten Thousand Three Hundred and 00/100 (\$10,300.00) Dollars, dated November 30, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 986 Folio 115 and marked "Attorney's Exhibit No. 1," together with the accompanying Affidavit regarding the Military Status of said Defendants, and marked "Attorney's Exhibit No. 2."

Oct 15. 1957

William F. Podlich

(William F. Podlich)
Attorney Named In Mortgage

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, ~~in fee simple forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of **One Hundred Eight (\$108.00) Dollars, payable in even and equal half-yearly installments on the 7th days of March and September in each and every year.**

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

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

- I. To repay the indebtedness, together with interest, as herein provided.
 - II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.
 - III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.
 - IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.
 - V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.
 - VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the twentieth day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.
 - VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
 - VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.
 - IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.
 - X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.
- AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Thirty-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.
- AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

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

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

WITNESS the hands and seals of the said Mortgagors.

TEST:

Thelma B. Breeden
(Thelma B. Breeden)

Earl Broadway
Earl Broadway (SEAL)

Shirley Mae Broadway
Shirley Mae Broadway (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 30th day of November, in the year one thousand nine hundred and forty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared

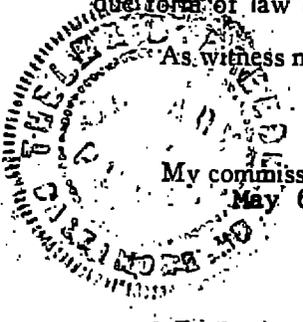
EARL BROADWAY and SHIRLEY MAE BROADWAY, his wife - - - - - the mortgagor(s), named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

- JOHN L. FISHER -

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

As witness my hand and Notarial Seal.

Thelma B. Breeden
(Thelma B. Breeden) Notary Public.



Rec'd for record Dec 7, 1955, at 2:10 P.M.
Per George T. Cromwell, Clerk.
Mailed to Podlich & Podlich

MORTGAGE

FROM

EARL BROADWAY and

SHIRLEY MAE BROADWAY, his wife

TO

**AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION**

Block No.

Received for record 7 Dec 9
19 55 at 2 o'clock P. M.

Same day recorded in Liber 672

No. 986 folio 115 &c. one of
the Land Records of A.A. Co.

and examined per
GEORGE T. CROMWELL, Clerk.

Cost of Record \$ 9.50 pd.

WILLIAM F. PODLICH
ROBERT F. PODLICH

Attorneys at Law
301 BALTIMORE LIFE BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property:
Lot No. 1 Nottingham Drive
(No. 1112 Nottingham Drive)

Description approved

Signature

Execution approved

Signature

3

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LIBER 108 PAGE 284
MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL

RELIEF ACT OF 1940 AND AMENDMENT THERETO OF

OCTOBER 6, 1942

"ATTORNEY'S EXHIBIT NO. 2"

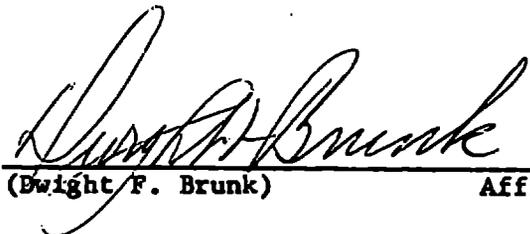
IN THE MATTER OF THE SALE
OF THE
MORTGAGED REAL ESTATE
OF
EARL BROADWAY and
SHIRLEY MAE BROADWAY, his wife

NO. 12,377 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

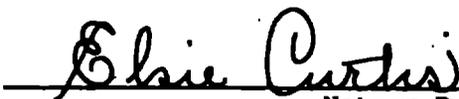
I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared DWIGHT F. BRUNK, Vice President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, which corporation is the owner and holder of the Mortgage filed in the above proceeding,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

- 1 - Said Defendants are not in the Military Service of the United States;
- 2 - Said Defendants are not in the Military Service of any nation allied with the United States;
- 3 - Said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended;
- 4 - Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.



(Dwight F. Brunk) Affiant

Subscribed and sworn to before me,
this 15th day of October 1957.



Elsie Curtis Notary Public



FILED
1957 OCT 17 AM 10:39

IN THE MATTER OF THE SALE :
 OF THE : NO. 12377 EQUITY
 MORTGAGE REAL ESTATE OF : IN THE CIRCUIT COURT OF
 EARL BROADWAY and : ANNE ARUNDEL COUNTY
 SHIRLEY MAE BROADWAY, his wife : DOCKET 17, FOLIO 154

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the Mortgage filed in these proceedings, from the aforesaid EARL BROADWAY and SHIRLEY MAE BROADWAY, his wife, to said body corporate, dated November 30, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 986, Folio 115.

Original loan -----	10,300.00
Amount repaid -----	312.29
	<u>9,987.71</u>
Interest to 11/19/57-----	137.94
Expense a/c deficit -----	<u>10.47</u>
 Total amount due -----	 10,136.12

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By *Dwight F. Brunk*
 (Dwight F. Brunk) Vice-President



STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 15th day of November, 1957, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.



Elsie Curtis
 Notary Public

ELSIE CURTIS

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 1957 NOV 16 AM 10:56

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 9 PAGE 173
No. 12, 377 Equity

BOND OF Attorney
To SELL Real Estate

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

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

Sealed with our seals and dated this 13th day of November , in the year of our Lord, nineteen hundred and fifty seven.

WHEREAS, the above bounden William F. Podlich

by virtue of the power contained in a mortgage from Earl Broadway and Shirley Mae Broadway, wife to Aurora Federal Savings and Loan Association bearing date the 30th day of November , 19 55 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 986 Folio 115

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich

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

Signed, sealed and delivered

in the presence of

Elsie Curtis

ELSIE CURTIS

William F. Podlich (SEAL)
William F. Podlich

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Robert J. Noeth*
Robert J. Noeth
Attorney in fact.



*Bond Approved this 16th day of November, 1957
George T. Cromwell, Clerk*

FILED

1957 NOV 16 AM 10:56

IN THE MATTER OF THE SALE	:	NO. 12,377 EQUITY
	:	
OF THE	:	IN THE CIRCUIT COURT
	:	
MORTGAGED REAL ESTATE OF	:	FOR
	:	
EARL BROADWAY and	:	ANNE ARUNDEL COUNTY
SHIRLEY MAE BROADWAY, his wife	:	
	:	Docket 17 - Folio 154

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

(1) That under and by virtue of the power contained in a Mortgage from Earl Broadway and Shirley Mae Broadway, his wife, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated November 30, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 986, folio 115, etc. to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney named in said Mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in THE MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County, did, on Tuesday, November 19, 1957, at 2:30 o'clock P.M., at the said mortgaged premises, offer the property in said mortgage described for sale by public auction, and the said William F. Podlich, Attorney as aforesaid, then and there sold the said property to Robert W. Furtick and Charleen Furtick, his wife, at and for the sum of Nine Thousand One Hundred Fifty (\$9,150.00) Dollars, they being, at that figure, the highest bidder therefor, the said property so sold, being more particularly described in a copy of the advertisement of sale, which has been filed herein as a part of the Certificate of Publication thereof, executed by The Maryland Gazette, and which is prayed to be taken as a part of this Report.

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

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

FILED
 1957 NOV 23 AM 11:11

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

AND as in duty bound, etc.

William F. Podlich

(William F. Podlich) Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY that on this 21st day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William F. Podlich, Attorney named in the aforementioned Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.



Elsie Curtis

Elsie Curtis - Notary Public

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

XXXXXX

EARL BROADWAY and
SHIRLEY MAE BROADWAY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,377 Equity

Ordered, this 23 day of November, 1957, That the sale of the
Property in these proceedings mentioned
made and reported by William F. Podlich, Attorney named in Mortgage
~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6
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 6
day of January next.

The report states that the amount of sales ~~XXXX~~ was \$ 9,150.00.

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

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

XXXXXX

EARL BROADWAY and
SHIRLEY MAE BROADWAY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of January, 1958,
that the sale made and reported by the ~~XXXX~~ Attorney aforesaid, be and the same hereby ~~XXXX~~ 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 Michaels
Judge

FILED

1958 JAN -7 PM 3:20

1957 NOV 23 AM 11:21
FILED

WILLIAM F. PODLICH
Solicitor
301 Meyerhoff Building
Baltimore 1, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

KNOWN AS
1112 NOTTINGHAM DRIVE
(Being Lot No. 1, on Plat of
Section One (1) of LEHIGH, in
the Third Election District of
Anne Arundel County, Maryland)

The undersigned Attorney, under
and by virtue of the power and
authority contained in a Mortgage
dated November 30, 1955 and re-
corded among the Mortgage Rec-
ords of Anne Arundel County in
Liber G.T.C. No. 986 Folio 115
from EARL BROADWAY and
SHIRLEY MAE BROADWAY, his
wife, to AURORA FEDERAL
SAVINGS AND LOAN ASSOCIA-
TION, the said Mortgage being
now in default, will sell at Public
Auction, on the premises, on
Tuesday, Nov. 19, 1957

At 2:30 o'clock P.M.

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

ALL that lot of ground and pre-
mises known and designated as
Lot Numbered One (1), fronting on
the west side of Nottingham Drive,
as shown on the Plat of Section
One (1) of Lehigh, which Plat is
recorded among the Land Rec-
ords of Anne Arundel County in
Plat Book J.H.H. No. 25 Folio 48.
SAID LOT BEING SUBJECT to an
easement 5 feet wide along the
southernmost line thereof for the
installation of sanitary sewers, the
said southernmost line of said lot
being the center line of a 10 foot
easement one-half of which lies
in the lot herein described and the
remaining one-half which lies in
the lot of ground next adjacent
thereto to the south. SAID LOT
BEING ALSO SUBJECT to an
easement and right-of-way 10 feet
wide for storm water drains, the
center line of said 10 foot ease-
ment and right-of-way being 10
feet distant from and running
parallel to the dividing line be-
tween Lots No. 1 and No. 2 as
shown on the aforementioned Plat
of Section One (1) of Lehigh. The
improvements thereon being now
known as No. 1112 Nottingham
Drive.

SUBJECT to the payment of an
annual ground rent of One Hun-
dred Eight (\$108.00) Dollars, pay-
able in even and equal semi-
annual installments.

IMPROVED by a detached brick
dwelling house.

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

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

A CASH deposit of \$500.00 will
be required of the purchaser on
the day of sale, balance of pur-
chase price to bear interest at
6% from day of sale.

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

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 25, 1957

We hereby certify, that the annexed

Attorney's Sale

Earl Broadway

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 19th

day of November, 1957. The first

insertion being made the 24th day of

October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

*Filed
1957 Nov. 25
P.M. 1:44*

By A. Tilghman

IN THE MATTER OF THE SALE
OF THE
MORTGAGED REAL ESTATE OF
EARL BROADWAY and
SHIRLEY MAE BROADWAY, his wife

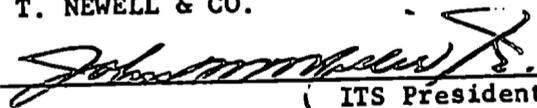
NO. 12,377 EQUITY
IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
DOCKET 17-FOLIO 154

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 19th day of November, 1957, the undersigned Auctioneer did sell the Leasehold property known as No. 1112 Nottingham Drive (Being Lot No. 1, on the Plat of Section 1 of LEHIGH, in the Third Election District of Anne Arundel County, and being more fully described in the Advertisement of the Public Sale of said property published in the Maryland Gazette), unto Robert W. Furtick and Charleen Furtick, his wife, at and for the sum of Nine Thousand One Hundred Fifty and 00/100 (\$9,150.00) Dollars, said purchasers being at that figure, the highest bidders therefor.

IT IS FURTHER CERTIFIED that, at the time of said Sale, a copy of the aforementioned Advertisement was delivered to said purchasers and that the said Sale was fairly made.

E. T. NEWELL & CO.

By 
ITS President
Auctioneer

CERTIFICATE OF PURCHASERS

IT IS HEREBY CERTIFIED that the undersigned did on the 19th day of November, 1957, purchase the Leasehold property described in the foregoing "Certificate of Auctioneer" from William F. Podlich, Attorney Named In Mortgage, at and for the sum of Nine Thousand One Hundred Fifty and 00/100 (\$9,150.00) Dollars, of which the sum of Five Hundred and 00/100 (\$500.00)

FILED

1957 DEC 10 PM 12:21

LIDER 103 PAGE 292

Dollars was paid on account to said Attorney; and we hereby agree to comply with the terms of Sale, as set forth in said Advertisement of Sale, a copy of which was delivered to us by the Auctioneer who conducted the said Sale.

Robert W. Furtick
(Robert W. Furtick)

Charleen Furtick
(Charleen Furtick)

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. 12,377 Equity

In the Matter of the Sale of the
Mortgaged Real Estate of
EARL BROADWAY and
SHIRLEY MAE BROADWAY,

his wife
Ordered, this 23rd day of No-
vember, 1957, That the sale of the
Property in these proceedings
mentioned, made and reported by
William F. Podlich, Attorney,
named in Mortgage, BE RATI-
FIED AND CONFIRMED, unless
cause to the contrary thereof be
shown on or before the 6th day
of January next; Provided, a copy
of this Order be inserted in some
newspaper published in Anne Arun-
del County, once in each of three
successive weeks before the 6th
day of January next.

The report states that the
amount of sale was \$9,150.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., *December 28, 1957*

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,377.

Earl Broadway

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for *4*

successive weeks before the *6th*

day of *January*, 195*8*. The first

insertion being made the *5th* day of

December, 195*7*.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. *15424* 1957 DEC 30 54 4:00 By *H. Tilghman*

15

In the Case of

In the Matter of the Sale
of the
Mortgaged Leasehold Property
of Wx
Earl Broadway
and
Shirley Mae Broadway, his wife

In the
Circuit Court

For

Anne Arundel County

No. 12,377 Equity

To the Honorable, the Judges of said Court:

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

[Dotted lines for account content]

January 24, 1958

All of which is respectfully submitted.

Laura R. Dickling
Auditor.

[Small printed text]

FILED

1958 JAN 31 PM 3:28

2

Dr. In the Matter of the Sale of the Mortgaged Leasehold Property of ^{in ac.}
Earl Broadway and Shirley Mae Broadway, his wife

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	307	14	342	14
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies thereof	22	50	60	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	67	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S. Fidelity & Guaranto Co. - bond premium	44	00		
E. T. Newell & Co., Inc. - auctioneer's fee	50	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	5	22		
Elsie Curtis - notary fees		50	186	47
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission-metered water from 7/1/57 to 11/19/57	19	31	19	31
To Attorney for Ground Rent, viz:				
semi-annual ground rent of \$54.00 due 3/7/58 - 2 months 12 days	21	60	21	60
To Aurora Federal Savings & Loan Association, mortgagee - this balance on account mortgage claim	8,637	42	8,637	42
			9,267	44
Amount of mortgage claim filed	10,136	12		
Cr. Amount allowed above	8,637	42		
Balance subject to decree in personam	1,498	70		

with

William F. Podlich, Attorney named in Mortgage

Cr.

1957				
Nov.	19	Proceeds of Sale	9,150 00	
		Interest on deferred payment of \$8,650.00 to 1/20/58 - 2 months 1 day	87 94	9,237 94
		Refund 1957 State and County taxes (\$151.14) - 1 month 11 days	17 62	
		Refund 1957 water and sewer benefit charges (\$104.30) - 1 month 11 days	11 88	29 50
				9,267 44

158 JAN 31 PM 3:28

ORDER NISI

In the Matter of the Sale of the
Mortgaged Leasehold Property
of
Earl Broadway
and
Shirley Mae Broadway, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,377 Equity.

ORDERED, This 31st day of January, 1958, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of March, 1958, 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.

FILED

1958 MAR 12 PM 12:13

*Benjamin M. ...
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. 12,377 Equity

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

and SHIRLEY MAE BROADWAY, his wife

Ordered, this 31st day of January, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1958

We hereby certify, that the annexed

Order Nisi, Eq. 12,377
Auditor account.

Earle Broadway

was published in

Maryland Gazette

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

successive weeks before the 10th

day of March, 1958. The first

insertion being made the 6th day of

February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By

M. Tilghman

1958 MAR -7 AM 10:31

No. M. G. 335

IN THE MATTER OF THE SALE	:	NO. 12,394	EQUITY
OF THE	:	IN THE CIRCUIT COURT	
MORTGAGED LEASEHOLD PROPERTY	:	FOR	
OF	:	ANNE ARUNDEL COUNTY	
LEHIGH CONSTRUCTION COMPANY, INC.,	:	IN EQUITY	
a body corporate,	:		
duly incorporated	:		

MR. GEORGE T. CROMWELL, CLERK:

Please docket the above entitled case, and file the accompanying original Mortgage upon the property described therein and situated in Anne Arundel County, State of Maryland, from LEHIGH CONSTRUCTION COMPANY, INC., a body corporate, duly incorporated, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, originally given to secure the repayment of Two Hundred Sixteen Thousand and 00/100 (\$216,000.00) Dollars, dated December 12, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 987, Folio 340, and marked "ATTORNEY'S EXHIBIT NO. 1," and on which Mortgage the principal sum of \$14,400.00, plus unpaid interest and other charges and expenses, is now due and payable.

This suit is filed for the purpose of foreclosing the lien of the aforementioned Mortgage against the two lots of ground known and designated as Lot Numbered One Hundred Twenty-nine (129), situated on the northernmost side of Montgomery Drive, and Lot Numbered One Hundred Seventy-four (174), situated at the southeast intersection of Crawford Drive and Hutton Drive, both as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351, and is now of record among the Land Records of Anne Arundel County, in Plat Book No. 26, Folio 35, &c., said two lots being twenty-secondly and eighteenthly described in said Mortgage; all of the other lots therein described having been heretofore released and discharged from the legal operation and effect of said Mortgage.

William F. Podlich
 (William F. Podlich) Attorney Named In Mortgage

FILED

November 15th, 1957.

57 NOV -4 PM 12:29

No 12,394
Equity

"ATTORNEY'S EXHIBIT NO. 1"

LIBER 108 PAGE 300

This Mortgage, made this 12th day of December in the year one thousand nine hundred fifty-five between

LEHIGH CONSTRUCTION COMPANY, INC., a body corporate, duly incorporated under the Laws of the State of Maryland, -----

Mortgagor(s) and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated under the Laws of the United States of America, Mortgagee.

WHEREAS, the said Mortgagor(s) stand(s) bona fide indebted unto the Mortgagee, in the full and just sum of Two Hundred Sixteen Thousand and 00/100 (\$216,000.00) ----- Dollars,

being cash money this day loaned and advanced by the latter to the former, which said principal sum of money, as well as the interest to accrue thereon, the said Mortgagor(s) hereby covenant(s) and agree(s) to repay, in lawful money of the United States of America unto the said Mortgagee, in the following manner:

BY THE PAYMENT of One Thousand Three Hundred Nine and 00/100 ----- Dollars, (\$1,309.00) on or before the - 20th - day of each and every month, beginning on the -20th- day of the month immediately succeeding the date of the completion of the improvements hereinafter referred to, but in no event later than November 20th, 1956, said monthly payments to continue until the whole of said principal sum and interest thereon, at the rate of four (4%) ----- per cent per annum, shall be paid, which interest shall be computed by the calendar month; paying in the meanwhile, in monthly installments, during the course of the construction of said improvements, interest at the rate of four (4%) ----- per cent per annum, (computed by the calendar month) upon the said indebtedness.

THE INSTALLMENT PAYMENTS which shall begin when the construction of said improvements are completed, and in no event later than November 20th, 1956, may be applied by the Mortgagee in the following manner:

- 1. To the payment of interest at the rate of four (4%) ----- per cent per annum.
- 2. Toward the payment of the aforesaid principal sum.

WHEREAS, the said Mortgagor(s) hereby covenant(s) and agree(s) with the said Mortgagee to expend not less than the said sum of Two Hundred Sixteen Thousand and 00/100 (\$216,000.00) Dollars, in the completion of the construction of Twenty-four (24) brick dwelling houses, -----

upon the fee simple parcel(s) of land and premises hereinafter described, within twelve (12) months from the date hereof, in strict accordance with certain plans and specifications which have been submitted to and approved by the Mortgagee; it being understood and agreed that failure to complete the improvements as aforesaid within the time hereinbefore specified, shall constitute a default hereunder, and the whole debt and sum of money hereby secured, together with all interest that may accrue thereon shall become immediately due and payable, and upon failure to make payment of same on demand, the said Mortgagee, its successors and assigns, shall become immediately entitled to foreclose this mortgage and sell the property hereinafter described, together with the improvements thereon in accordance with the provision for foreclosure hereinafter set out, and

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



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

FILED

57 NOV -4 PM 12:29



NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said LEHIGH CONSTRUCTION COMPANY, INC., - - - - - do(th) hereby grant, convey and assign unto the said Aurora Federal Savings and Loan Association, its successors and assigns, all - those twenty-four - - - - - lot(s) of ground situate, lying and being in Third Election District of Anne Arundel County, - - - - - in the State of Maryland, and described as follows:

FIRST PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Eighteen (118) situated at the southwest intersection of Crawford Drive and King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

SECOND PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Twenty (120), situated on the south side of King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

THIRD PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-one (121), situated on the south side of King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

FOURTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-two (122), situated on the south side of King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

FIFTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-three (123), situated on the south side of King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

SIXTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-four (124), situated on the south side of King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

SEVENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-five (125), situated at the southeast intersection of Prince George Drive and Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

EIGHTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Nineteen (119), situated on the northeast side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

NINTH PARCEL:

LIBER 987 PAGE 342

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty-four (164), situated at the southeast intersection of Crawford Drive and King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty-six (166), situated on the southeast side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

ELEVENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty-seven (167), situated on the southeast side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWELFTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty-eight (168), situated on the southeast side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

THIRTEENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty-nine (169), situated on the southeast side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

FOURTEENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Seventy (170), situated on the southeast side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

FIFTEENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Seventy-one (171), situated on the southeast side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

SIXTEENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Seventy-two (172), situated on the southeast side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and

is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

SEVENTEENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Seventy-three (173), situated on the southeast side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

EIGHTEENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Seventy-four (174), situated at the southeast intersection of Crawford Drive and Hutton Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

NINETEENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-six (126), situated on the northernmost side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWENTIETH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-seven (127), situated on the northernmost side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWENTY-FIRST PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-eight (128), situated on the northernmost side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWENTY-SECOND PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Twenty-nine (129), situated on the northernmost side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWENTY-THIRD PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Thirty (130), situated on the northernmost side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWENTY-FOURTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Thirty-one (131), situated at the northernmost intersection of Montgomery Drive and Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

BEING AND INTENDED TO BE the parcels of land which are 1stly, 2ndly, 3rdly, 4thly, 5thly, 6thly, 7thly, 8thly, 9thly, 10thly, 11thly, 12thly, 13thly, 14thly, 15thly, 16thly, 17thly, 18thly, 19thly, 20thly, 21stly, 22ndly, 23rdly and 24thly described in a Deed dated December , 1955, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from Glen Oak Corporation unto the Mortgagor herein.

IT IS HEREBY COVENANTED AND AGREED by and between the parties to this Mortgage, that no construction work will be started upon any of the dwelling houses contemplated by this instrument, unless and until a building permit for each of said structures shall be issued by the appropriate Municipal agency in Anne Arundel County, and upon the further understanding that, before said construction work is started, a photostatic copy thereof will be delivered to Aurora Federal Savings and Loan Association.

Together with the improve thereon, and the rights or appurtenance 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, ~~to have during the term of the term of years yet to come and one year thereafter with the right and benefit of renewal of said term for years, subject to the payment of the yearly rent of~~

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

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

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

II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

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

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

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

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

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of Seven Hundred Fifty (\$750.00) dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Seven Hundred Fifty (\$750.00) 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(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

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

LIBER 103 PAGE 306

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

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

WITNESS the corporate seal of said Mortgagor and the signature of MORTON M. LAPIDES, its President.

TEST: Elsie Curtis

LEHIGH CONSTRUCTION COMPANY, INC.
By Morton M. Lapidés
(Morton M. Lapidés) President

ELSIE CURTIS

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 12th day of December, in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared MORTON M. LAPIDES, President of LEHIGH CONSTRUCTION COMPANY, INC., a body corporate, as such President, the mortgagor(s), named in the foregoing mortgage and he/she/they acknowledged said mortgage to be his/hers/their/ours the act of said body corporate.

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

As witness my hand and Notarial Seal.

Elsie Curtis

Notary Public.

My commission expires on May 6, 1957.

ELSIE CURTIS

Rec'd for record Dec. 13, 1955, at 3:20 P.M.

Per George T. Cromwell, Clerk.

Mailed to Podlich & Podlich

MORTGAGE

FROM

LEHIGH CONSTRUCTION COMPANY, INC.

Property:
Lots Nos. 118-125, inc., King George Drive;
Lots Nos. 119, 164, 166, 167, 168, 169, 170, 171,
172 & 173 Crawford Drive & Lots Nos. 126, 127,
128, 129, 130 & 131 Montgomery Drive & 174
Description Approved:

TO

**AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION**

Execution Approved:

[Signature]

Block No.

Received for record 13 DEC

1955 at 3:10 o'clock P.M.

Same day recorded in Liber FTC

No. 987 folio 310 &c. one of

the Land Records of BALCO

and examined per
GEORGE T. CROMWELL, Clerk.

Cost of Record \$ 16.75

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

(5) J

IN THE MATTER OF THE SALE	:	NO. 12,394 EQUITY
OF THE	:	IN THE
MORTGAGED LEASEHOLD PROPERTY	:	CIRCUIT COURT OF
OF	:	ANNE ARUNDEL COUNTY
LEHIGH CONSTRUCTION COMPANY, INC.,	:	DOCKET 17, FOLIO 163
a body corporate	:	

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, a body corporate, under the Mortgage filed in these proceedings, from the aforesaid LEHIGH CONSTRUCTION COMPANY, INC., to said body corporate, dated December 12, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 987 Folio 340: -

Original Loan	\$216,000.00
Amount Repaid	<u>201,600.00</u>
Loan Balance	\$ 14,400.00
Interest 12/1/56 to 12/3/57	871.20
Expense Account Deficit	<u>255.60</u>
	\$ 15,526.80

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By *Dwight F. Brunk*
 (Dwight F. Brunk), Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 27th day of November, 1957, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, Vice President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the Plaintiff in the above entitled cause, and made oath that the foregoing is a true and just statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.



Elsie Curtis
 Notary Public

ELSIE CURTIS

FILED

1957 NOV 30 AM 9:44

LIBER 108 PAGE 30
OF ANNE ARUNDEL COUNTY

IN THE CIRCUIT COURT

STATE OF MARYLAND

No. 12,394 Equity

LIBER 9 PAGE 181

BOND OF Attorney
To SELL Real Estate

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

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Sixteen Thousand and 00/100 - - - - - Dollars (\$ 16,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 27th day of November , in the year of our Lord, nineteen hundred and fifty seven.

WHEREAS, the above bounden William F. Podlich

from Lehigh Construction Company, Inc. by virtue of the power contained in a mortgage
and Loan Association to Aurora Federal Savings
12th day of December , 19 55 bearing date the
Records of Anne Arundel County and recorded among the Land
No. 987 Folio 340 in Liber G.T.C.

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden
William F. Podlich

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

Signed, sealed and delivered

in the presence of

Elsie Curtis
Elsie Curtis

William F. Podlich (SEAL)
William F. Podlich
..... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Howard J. McNamara*
Howard J. McNamara
Attorney in fact

FILED

957 NOV 30 AM 9:44

Approved this 30th day of November 1957
George T. Cromwell, Clerk

WILLIAM F. PODLICH,
Solicitor
301 Meyerhoff Building
Baltimore 1, Maryland

LIBER 108 PAGE 309 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Attorney's Sale OF VALUABLE LEASEHOLD PROPERTY

Known as No. 1215 Montgomery Drive (Being Lot No. 129 on Plat of Section Five (5) of LEHIGH) and The Valuable Leasehold Property known as No. 1201 Hutton Drive (Being Lot No. 174 on Plat of Section Five (5) of LEHIGH) Both situated in the Third Election District of Anne Arundel County, Maryland.

The undersigned Attorney, under and by virtue of the power and authority contained in a Mortgage dated December 12, 1955, and recorded among the Mortgage Records of Anne Arundel County in Liber GTC No. 487, Folio 340, from LEHIGH CONSTRUCTION COMPANY, INC., to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said Mortgage being now in default, will sell at Public Auction on the premises, on

**Tuesday,
December 3, 1957**

at the times hereinafter mentioned

ALL those two leasehold lots or parcels of ground situate in the Third Election District of Anne Arundel County and described as follows:

at 2:30 O'clock P.M.

ALL that lot of ground and premises known and designated as Lot Numbered 129, fronting on the northernmost side of Montgomery Drive, as shown on the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being now known as No. 1215 Montgomery Drive.

SUBJECT to the payment of an annual ground rent of One Hundred Eight (\$108.00) Dollars, payable in even and equal semi-annual installments.
IMPROVED by a detached brick dwelling house.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Dec 5, 1957

We hereby certify, that the annexed

Attorney's Sale
Lot 129 - 1215 Montgomery Drive
Lot 174 - 1201 Hutton Drive

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

day of December, 1957. The first

insertion being made the

November, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 DEC -6 AM 9:38

Lillie L. French

at 2:45 o'clock P.M.

ALL that lot of ground and premises known and designated as Lot Number 174, situated at the southeast intersection of Crawford Drive and Hutton Drive, as shown on the Plat of Section Five (5) of LEHIGH, which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1201 Hutton Drive.

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

IMPROVED by a detached brick dwelling house.

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

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

A CASH deposit of \$500.00 on each of said two properties will be required of the purchaser on the day of sale, balance of purchase price to bear interest at 6% from day of sale.

WILLIAM F. PODL H,
Attorney Named in
Mortgage

E. T. NEWELL & CO.,
Auctioneers

LIBER 108 PAGE 310

WILLIAM F. PODLICH,
Solicitor
301 Meyerhoff Building
Baltimore 1, Maryland

LIBER

108 PAGE 311

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Attorney's Sale OF VALUABLE LEASEHOLD PROPERTY

Known as No. 1215 Montgomery Drive (Being Lot No. 129 on Plat of Section Five (5) of LEHIGH) and The Valuable Leasehold Property known as No. 1201 Hutton Drive (Being Lot No. 174 on Plat of Section Five (5) of LEHIGH) Both situated in the Third Election District of Anne Arundel County, Maryland.

The undersigned Attorney, under and by virtue of the power and authority contained in a Mortgage dated December 12, 1955, and recorded among the Mortgage Records of Anne Arundel County in Liber GTC No. 987, Folio 340, from LEHIGH CONSTRUCTION COMPANY, INC., to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, the said Mortgage being now in default, will sell at Public Auction on the premises, on

**Tuesday,
December 3, 1957**

at the times hereinafter mentioned

ALL those two leasehold lots or parcels of ground situate in the Third Election District of Anne Arundel County and described as follows:

at 2:30 O'clock P.M.

ALL that lot of ground and premises known and designated as Lot Numbered 129, fronting on the northernmost side of Montgomery Drive, as shown on the Plat of Section Five (5) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being now known as 1215 Montgomery Drive.

SUBJECT to the payment of an annual ground rent of One Hundred Eight (\$100.00) Dollars, payable in even and equal semi-annual installments.
IMPROVED by a detached brick dwelling house.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Dec 5, 1957

We hereby certify, that the annexed

Attorney's Sale
Lot 129 - 1215 Montgomery Drive
Lot 174 - 1201 Hutton Drive

was published in

Maryland Gazette

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

successive weeks before the 3rd

day of December, 1957. The first

insertion being made the 14th day of

November, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 DEC -6 AM 9:38

By Lillie L French

at 2:45 O'clock P.M.

ALL that lot of ground and premises known and designated as Lot Numbered 174, situated at the southeast intersection of Crawford Drive and Hutton Drive, as shown on the Plat of Section Five (5) of LEHIGH, which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35. The improvements thereon being known as No. 1201 Hutton Drive.

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

IMPROVED by a detached brick dwelling house.

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

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

A CASH deposit of \$500.00 on each of said two properties will be required of the purchaser on the day of sale, balance of purchase price to bear interest at 6% from day of sale.

WILLIAM F. PODLICH,
Attorney Named in
Mortgage

E. T. NEWELL & CO.,
Auctioneers

LINE 108 PAGE 312

N-27

IN THE MATTER OF THE SALE : NO. 12,394 - EQUITY
 OF THE : IN THE
 MORTGAGED REAL ESTATE OF : CIRCUIT COURT FOR
 LEHIGH CONSTRUCTION COMPANY, INC. : ANNE ARUNDEL COUNTY
 : DOCKET 17 - FOLIO 163

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 3rd day of December, 1957, the undersigned Auctioneer did sell the leasehold property known as No. 1215 Montgomery Drive (being Lot No. 129, on the Plat of Section 5 of LEHIGH, in the Third Election District of Anne Arundel County, and being the firstly described property in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE), unto Aurora Federal Savings and Loan Association at and for the sum of Nine thousand, Five Hundred \$ (9,500⁰⁰) Dollars, said purchaser being at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of said Sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said Sale was fairly made.

E. T. NEWELL & CO.

By

[Signature]
 Its President
 Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did on the 3rd day of December, 1957, purchase the leasehold property described in the afore-going "CERTIFICATE OF AUCTIONEER" from WILLIAM F. PODLICH, Attorney Named in Mortgage, at and for the sum of Nine thousand, Five Hundred \$ (9,500⁰⁰) Dollars, of which the sum of Five Hundred and 00/100 (\$500.00) Dollars was paid on account to said Attorney; and the undersigned hereby agree to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

Aurora Federal Savings and Loan Association
[Signature]
 Vice-President

FILED

1957 DEC 10 AM 9:37

IN THE MATTER OF THE SALE : NO. 12,394 - EQUITY
 OF THE : IN THE
 MORTGAGED LEASEHOLD PROPERTY OF : CIRCUIT COURT FOR
 LEHIGH CONSTRUCTION COMPANY, INC. : ANNE ARUNDEL COUNTY

DOCKET 17 - FOLIO 163

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 3rd day of December, 1957, the undersigned Auctioneer did sell the leasehold property known as No. 1201 Hutton Drive (being Lot No. 174, on the Plat of Section 5 of LEHIGH, in the Third Election District of Anne Arundel County, and being the secondly described property in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE), unto E. HERBERT ZIMMERMAN and ANNA B. ZIMMERMAN, his wife, one-half (½) interest as Tenants by the Entireties, and HAROLD E. DORSEY and MARTHA E. DORSEY, his wife, one-half (½) interest as Tenants by the Entireties, at and for the sum of SEVEN THOUSAND NINE HUNDRED FIVE and no/100 (\$7,905.00) Dollars, said purchaser being at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of said Sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said Sale was fairly made.

E. T. NEWELL & CO.

By *[Signature]*
 Its President
 Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did on the 3rd day of December, 1957, purchase the leasehold property described in the foregoing "CERTIFICATE OF AUCTIONEER" from WILLIAM F. PODLICH, Attorney Named in Mortgage, at and for the sum of *Seven thousand nine hundred and five and no/100 -* Dollars, of which the sum of Five Hundred and 00/100 (\$500.00) Dollars was paid on account to said Attorney; and the undersigned hereby agree to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

FILED

1957 DEC 10 AM 9:19

[Handwritten signatures and notes]
Harold E. Dorsey
Martha E. Dorsey
Harold E. Dorsey

IN THE MATTER OF THE SALE
OF THE
MORTGAGED LEASEHOLD PROPERTY
OF
LEHIGH CONSTRUCTION COMPANY, INC.

NO. 12,394 - EQUITY
IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
DOCKET 17 - FOLIO 163

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1 - That under and by virtue of the power contained in a Mortgage from LEHIGH CONSTRUCTION COMPANY, INC. to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated December 12, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 987 Folio 340, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney Named in said Mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in THE MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County, did, on Tuesday, December 3rd, 1957, at 2:30 o'clock P. M., at the said mortgaged premises, offer the property known as No. 1215 Montgomery Drive (being Lot No. 129, as shown on the Plat of Section 5 of LEHIGH) and Twenty-secondly described in said Mortgage, for sale by Public Auction, and the said William F. Podlich, Attorney as aforesaid, then and there sold the leasehold interest in and to the said property unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, at and for the sum of Nine Thousand Five Hundred and 00/100 (\$9,500.00) Dollars, it being, at that figure, the highest bidder therefor, the said property so sold, being more particularly described in a copy of the Advertisement of Sale, which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report.

2 - And the said Attorney further reports that he had received from the Purchasers, the deposit of Five Hundred (\$500.00) Dollars, required by the terms of said Sale, and has also obtained the written agreement of the Purcha-

1957 DEC 10 AM 9:37

FILED

15

sers to comply with the other of said terms, same being as set out in said Advertisement annexed hereto.

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

4 - Said Attorney files herewith a Certificate of the Auctioneer who conducted said sale, and a Certificate of the purchaser of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

William F. Podlich

(William F. Podlich)
Attorney Named In Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 9th day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in the aforementioned Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the Sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.



Elsie Curtis

Notary Public

ELSIE CURTIS

ORDER NISI

LIBER 108 PAGE 317

IN THE MATTER OF THE SALE OF THE
MORTGAGED LEASEHOLD PROPERTY OF

~~XXXXXX~~

LEHIGH CONSTRUCTION COMPANY, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,394 Equity

Ordered, this 10th day of December, 19 57, That the sale of the
Property in these proceedings mentioned,
made and reported by William F. Podlich, Attorney Named in the Mortgage,
~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th
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 13th
day of January next.

The report states that the amount of sales ~~was~~ ^{was} ~~XXXXXX~~ 9,500.00

FILED 1957 DEC 10 AM 9:37

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED LEASEHOLD PROPERTY OF

~~XXXXXX~~

LEHIGH CONSTRUCTION COMPANY, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of January, 19 58,
that the sale made and reported by the ~~XXXXXX~~ ^{Attorney} aforesaid, be and the same ^{finally} hereby Ratified and Confirmed
no cause to the contrary having been shown; although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~XXXXXX~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor;

Benjamin W. Michaelson
Judge

FILED

1958 JAN 15 PM 3:19

IN THE MATTER OF THE SALE : NO. 12,394 - EQUITY
 OF THE : IN THE CIRCUIT COURT
 MORTGAGED LEASEHOLD PROPERTY OF : FOR
 LEHIGH CONSTRUCTION COMPANY, INC. : ANNE ARUNDEL COUNTY
 : DOCKET 17 - FOLIO 163

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of WILLIAM F. PODLICH, Attorney Named in the Mortgage filed in the above entitled proceedings, respectfully shows:

1 - That under and by virtue of the power contained in a Mortgage from LEHIGH CONSTRUCTION COMPANY, INC., to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated December 12, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 987, Folio 340, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said WILLIAM F. PODLICH, Attorney named in said Mortgage, after having given due notice of the time, place, manner and terms of sale by advertisement in THE MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County, did, on Tuesday, December 3rd, 1957, at 2.30 o'clock, P.M., at the said mortgaged premises, offer the property known as No. 1201 Hutton Drive (being Lot No. 174, as shown on the Plat of Section 5 of LEHIGH) and eighteenthly described in said Mortgage, for sale by Public Auction, and the said WILLIAM F. PODLICH, Attorney as aforesaid, then and there sold an undivided one-half part or moiety in and to the said property unto E. HERBERT ZIMMERMAN and ANNA B. ZIMMERMAN, his wife, as tenants by the entireties, and the other undivided one-half part or moiety in and to the said property unto HAROLD E. DORSEY and MARTHA E. DORSEY, his wife, as tenants by the entireties, all at and for the sum of Seven Thousand Nine Hundred Five and 00/100 (\$7,905.00) Dollars, they being, at that figure, the highest bidders therefor, the said property so sold, being more particularly described in a copy of the advertisement of sale, which has been filed herein as a part of the Certificate of Publication thereof, executed by THE MARYLAND GAZETTE, and which is prayed to be taken as a part of this Report.

2- And the said Attorney further reports that he had received from the purchaser **FILED** the deposit of Five Hundred (\$500.00) Dollars, required

1957 DEC 10 AM 9:19

by the terms of said sale, and has also obtained the written agreement of the purchasers to comply with the other of said terms; same being as set out in said advertisement annexed hereto.

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

4- Said Attorney files herewith a Certificate of the Auctioneer who conducted said sale, and a Certificate of the purchasers of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

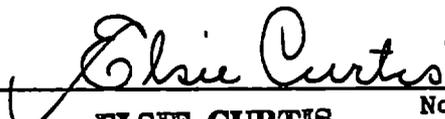


(William F. Podlich) Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 6th day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in the aforementioned Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.



ELSIE CURTIS Notary Public



ORDER NISI

LIBER 108 PAGE 320

IN THE MATTER OF THE SALE OF THE
MORTGAGED LEASEHOLD PROPERTY
of
~~XXXXXX~~
LEHIGH CONSTRUCTION COMPANY, INC.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 12,394 Equity

Ordered, this 10th day of December, 1957, That the sale of the property in these proceedings mentioned made and reported by WILLIAM F. PODLICH, Attorney Named in Mortgage

~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 15th day of January next.

The report states that the amount of sales ~~to be~~ ^{was} \$ 7,905.00

Filed 10/Dec./1957 - 11:45 A.M.

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED LEASEHOLD PROPERTY
of
~~XXXXXX~~
LEHIGH CONSTRUCTION COMPANY, INC.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of January, 1958, that the sale made and reported by the ~~Trustee~~ ^{Attorney} aforesaid, be and the same ~~is~~ ^{is} hereby ~~Ratified and Confirmed~~ ^{Finally} no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED

1958 JAN 14 PM 3:29

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY STATE OF MARYLAND

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD PROPERTY OF LEHIGH CONSTRUCTION COMPANY, INC.

No. 12,394 - EQUITY Docket 17 - Folio 163

BOND OF Attorney To SELL Real Estate

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

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand and 00/100 - - - - - Dollars (\$ 2,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of December, in the year of our Lord, nineteen hundred and fifty seven

WHEREAS, the above bounden William F. Podlich

by virtue of the power contained in a mortgage from Lehigh Construction Company, Inc. to Aurora Federal Savings and Loan Association bearing date the 12th day of December, 19 55 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 987 Folio 340

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich

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

Signed, sealed and delivered

in the presence of

Elsie Curtis

William F. Podlich (SEAL)

(SEAL)

ELSIE CURTIS

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara Attorney in fact.



FILED 1957 DEC 17 AM 10:14

Bond approved this 17th day of December 1957 George S. Cromwell, Clerk

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. 12,394 Equity

In the Matter of the Sale of the Mortgaged Leasehold Property of
~~LEHIGH CONSTRUCTION COMPANY, INC.~~

Ordered, this 10th day of December, 1957, That the sale of the Property in these proceedings mentioned, made and reported by William F. Podlich, Attorney Named in the Mortgage, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 13th 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 13th day of January next.

The report states that the amount of sale was \$9,500.00.
GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
J-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,394
Lehigh Construction Company, Inc.
\$9,500.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 13th

day of January, 1958. The first

insertion being made the 12th day of

December, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. C. 1-7-1958 JAN -9 PM 12:51

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,394

Lehigh Construction Company, Inc.

\$ 7,905.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 13th

day of January, 1958. The first

insertion being made the 12th day of

December, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,394 Equity

In the Matter of the Sale of the Mortgaged Leasehold Property of LEHIGH CONSTRUCTION COMPANY, INC.

Ordered, this 10th day of December, 1957, That the sale of the property in these proceedings mentioned, made and reported by WILLIAM F. PODLICH, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of January next.

The report states that the amount of sale was \$7,905.00.

GEORGE T. CROMWELL, Clerk True Copy, TEST:

GEORGE T. CROMWELL, Clerk J-2

FILED

No. M. C. 1958 JAN 9 PM 12:51

23

Dr.

in ac.

In the Matter of the Sale of the Mortgaged Leasehold Property of Lehigh Construction Company, Inc., a body corporate

To Attorney for Fee as agreed, viz:	100	00		
To Attorney for Commissions on Sale of #1215 Montgomery Drive (Lot 129, Sec. 5)	316	94		
To Attorney for Commissions on Sale of #1201 Hutton Drive (Lot 174, Sec. 5)	268	93		
			685	87
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	38	75		
Auditor - stating this account and two copies	31	50		
			80	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	52		
Capital-Gazette Press - orders nisi on sales	16	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S. Fidelity & Guaranty Co. -bond premiums	72	00		
E. T. Newell & Co., Inc. - auctioneer's commissions (#1215 Montgomery Drive)	265	00		
E. T. Newell & Co., Inc. - auctioneer's commissions (#1201 Hutton Drive)	210	10		
One-half Federal and State documentary stamps (#1215 Montgomery Drive)	10	45		
One-half Federal and State documentary stamps (#1201 Hutton Drive)	8	80		
Elsie Curtis - notary fees	1	50		
			647	37
To Attorney for Taxes, viz:				
1957 State and County taxes on #1215 Montgomery Drive - adjusted	142	47		
1957 State and County taxes on #1201 Hutton Drive - adjusted	142	47		
			284	94
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission- 1957 water and sewer benefit charges (#1215 Montgomery Drive)	28	78		
1957 water and sewer benefit charges (#1201 Hutton Drive)	36	37		
Metered water to 7/1/57	5	00		
			70	15

To Attorney for Ground Rent, viz:
 Semi-annual ground rent - #1215 Mont-
 gomery Drive
 Semi-annual ground rent - #1201 Hutton
 Drive

42 00

26 10

68 10

To Attorney for Tax Lien, viz:
 Department of Internal Revenue - satis-
 faction of Tax Lien filed 10/3/57

163 50

163 50

To Aurora Federal Savings & Loan Ass'n,
 mortgagee - in full for mortgage
 claim

15,526 80

15,526 80

To Lehigh Construction Company, Inc.,
 mortgagor - this balance

1 75

1 75

17,528 73

with

William F. Podlich, Attorney named in Mortgage

Cr.

1957

Dec.

3 Proceeds of Sale of #1215 Montgomery Drive - Lot 129 of Section 5 of "Lehigh"

9,500 00

Interest on deferred payment of \$9,000.00

64 50

9,564 50

Proceeds of Sale on #1201 Hutton Drive - Lot 174 of Section 5 of "Lehigh"

7,905 00

Interest on deferred payment of \$7,405.00

59 23

7,964 23

17,528 73

CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

ORDER NISI

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

Lehigh Construction Company, Inc.,
a body corporate

No. 12,394

Equity

FILED

1958 FEB -8 AM 11:22

ORDERED, This 8 day of February, 1958, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17
day of March next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
17 day of March next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of March, 1958, 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 M. ...

FILED

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

In the Circuit Court for Anne Arundel County

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

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1958

We hereby certify, that the annexed

Order Nisi, Eq. 12,394

Auditor account.

Lehigh Construction Company

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 March, 1958. The first

insertion being made the 13th day of

February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By H. Tilghman

No. M. C. 370

1958 MAR -7 AM 10:31

Order Nisi
 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
 No. 12.394 Equity

In the Matter of the Sale of the Mortgaged Leasehold Property of LEHIGH CONSTRUCTION COMPANY, INC., a body corporate Ordered, this 8th day of February, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of March next.
 GEORGE T. CROMWELL, Clerk
 True Copy. TEST:
 GEORGE T. CROMWELL, Clerk
 F-27

28

IN THE MATTER OF THE	*	
SALE OF THE	*	
MORTGAGED LEASEHOLD ESTATE OF	*	IN THE
ROBERT H. SUTTON and	*	CIRCUIT COURT
SARA E. SUTTON, his wife	*	FOR
8 GOOGAN COURT	*	ANNE ARUNDEL COUNTY
GLEN BURNIE	*	IN EQUITY 12,255
ANNE ARUNDEL COUNTY	*	DOCKET 17 FOLIO 80
MARYLAND	*	

* * * * *

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
 J. Purdon Wright, Attorney named
 in mortgage.
 345 St. Paul Place
 Baltimore 2, Maryland

FILED
 1957 JUL 31 AM 11:05

12,255 Equity

MORTGAGE

THIS MORTGAGE, made this 1ST day of October, A. D. 1954, by and between

Robert Howard Sutton and Sara E. Sutton, 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 five hundred fifty ----- Dollars (\$ 9,550.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of (four & one-half per centum ($4\frac{1}{2}$ %) per annum until paid, principal and interest being payable at the office of The American National Building and Loan Association, ~~in~~ of Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of fifty-three -----10/100 Dollars (\$ 53.10), commencing on the first day of November, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1979. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

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. 7, Section 3, of the Plat of Glenchester, which Plat is formerly recorded in Plat Cabinet 4, Rod G-8. Plat 12, and is now recorded in Plat Book 24, folio 48. Subject to a 5 foot easement for sewerage and water purposes along the southernmost line of the above described lot, which line is designated as the north 88 degrees 15 minutes east 109.70 foot line on the recorded Plat of Section 3, Glenchester. Improvements thereon being known as No. 8 Googan Court.

BEING the same lot of ground described in an assignment of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, which was assigned and conveyed by The Dixon Holding Company, unto the herein mortgagors.

(Complainant's Exhibit No. 1.)

* Delete italicized words if Mortgagee is not a building and loan association.

FILED

1957 JUL 31 AM 11:05

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, 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 \$96.00, payable half-yearly on the 15th days of March and September in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

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

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantees.

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: Minnie M. Gary, H. N. Kennedy, Robert Howard Sutton, Sara E. Sutton

STATE OF MARYLAND, City of Baltimore to wit: BOOK 875 PAGE 335

I HEREBY CERTIFY, That on this 18th day of October, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared ~~Sara E. Sutton and~~ Robert Howard Sutton and ~~Sara E. Sutton~~ the above named Mortgagors, and they he acknowledged the foregoing mortgage to be their his 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.

Minnie M. Gary, Notary Public seal

STATE OF WEST VIRGINIA, County of Wetzel to wit:

I HEREBY CERTIFY that on this 17th day of October 1954, before me the subscriber a Notary Public of the State of West Virginia in and for the County aforesaid, personally appeared Sara E. Sutton, one of the mortgagors and she acknowledged the foregoing mortgage to be her act.

IN WITNESS my hand and Notarial Seal, My commission expires Jan. 22, 1958

H. N. Kennedy, Notary Public

Recorded- 29 Oct., 1954, at 9:50 A.M.

STATE OF MARYLAND Mortgage FROM Robert Howard Sutton and Sara E. Sutton, his wife TO The American National Building and Loan Association of Baltimore City Received for Record 1954 at 9:50 o'clock A.M. Same day recorded in Liber 108 Folio 331 &c., of the Land Records of A.A.Co. and examined per JAMES H. HOPKINS, Sr. Clerk. Cost of Record, \$ 9.25

40254

IN THE MATTER OF THE :
 SALE OF THE :
 MORTGAGED LEASEHOLD ESTATE OF : IN THE
 ROBERT H. SUTTON AND : CIRCUIT COURT
 SARA E. SUTTON, HIS WIFE : FOR
 IN THE PROPERTY : ANNE ARUNDEL COUNTY
 8 GOOGAN COURT : IN EQUITY *No. 12,255*
 GLEN BURNIE : DOCKET _____ FOLIO _____
 ANNE ARUNDEL COUNTY :
 MARYLAND :

CONSENT OF DEFENDANT TO FORECLOSURE PROCEEDINGS

I, ROBERT H. SUTTON (Rank- *SFC.* Serial Number *RA. 35585855*), now in the Military Service of the United States hereby consent to the institution and consummation of the above entitled foreclosure proceedings against property known as 8 Googan Court, Glen Burnie, Anne Arundel County, Maryland, to the same extent as if I were not in the Military Services.

WITNESS:

M. Townsend

Robert H. Sutton
Robert H. Sutton

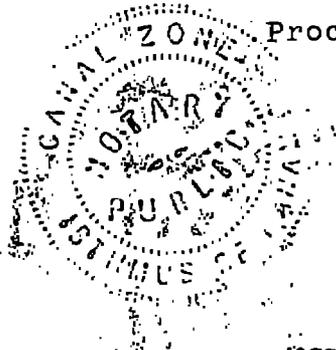
STATE OF Canal Zone SS
COUNTY OF Cristobal

I HEREBY CERTIFY that on this 4th day of October 1957, before me the subscriber, Maxine Wrenn personally appeared Robert H. Sutton and acknowledged the above Consent of Defendant to Foreclosure Proceedings to be his free and voluntary act.

Maxine Wrenn
 Notary Public in and for the Canal Zone, at Cristobal, C. Z.
 My commission expires July 13, 1958

FILED

1957 OCT 14 PM 1:49



IN THE MATTER OF THE
SALE OF THE
MORTGAGED LEASEHOLD ESTATE OF
ROBERT H. SUTTON AND
SARA E. SUTTON, HIS WIFE
IN THE PROPERTY
8 GOOGAN COURT
GLEN BURNIE
ANNE ARUNDEL COUNTY
MARYLAND

* IN THE
* CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* IN EQUITY *no. 12,255*
* DOCKET _____ FOLIO _____
*
*
*
*

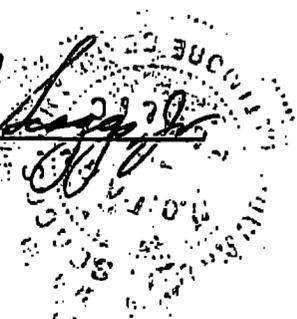
MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND
SS
COUNTY OF BALTIMORE

I HEREBY CERTIFY that on this *3rd* day of December, 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, Sara E. Sutton, one of and made oath in due form of law that ~~the~~ defendant is not in the military service of the United States, or of any nation with which the United States is allied, that she has not been ordered to report for induction under the Selective Training and Service Act of 1940, that she is not a member of the Enlisted Reserve Corps, and that she has not been ordered to report for service therein; that Sara Sutton is 30 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 defendant.

Urban J. B. Link
Urban J. B. Link, President
Affiant

Howard I. Scaggs, Jr.
Notary Public
Howard I. Scaggs, Jr.



FILED

957 DEC -6 PM 12:09

IN THE MATTER OF THE SALE OF THE *
MORTGAGED LEASEHOLD ESTATE OF *
ROBERT H. SUTTON AND *
SARA E. SUTTON, HIS WIFE *
IN THE PROPERTY *
8 GOOGAN COURT, GLEN BURNIE *
ANNE ARUNDEL COUNTY, MARYLAND *

IN THE *
CIRCUIT COURT *
FOR *
ANNE ARUNDEL COUNTY *
IN EQUITY No. 12, 255 *
DOCKET _____ FOLIO _____ *

STATEMENT OF MORTGAGE CLAIM

Statement of Mortgage Claim of The American National Building and Loan Association of Baltimore City under the mortgage from Robert Howard Sutton and Sara E. Sutton, his wife, to The American National Building and Loan Association of Baltimore City dated October 18, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH 875 folio 331.

Principal Balance Due as of 12/31/56	\$9,079.08
Interest to 12/6/57	<u>381.39</u>
Total	\$9,460.47
Debit in Expense Account as of 12/26/57	<u>116.25</u>
Total Balance Due	\$9,576.72

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Urban J. B. Link
Urban J. B. Link, President

STATE OF MARYLAND
SS
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 3rd day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, and for the County aforesaid, personally appeared Urban J. B. Link, President of The American National Building and Loan Association of Baltimore City, 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.

Howard L. Scaggs, Jr.
Howard L. Scaggs, Jr., Notary Public

FILED

957 DEC -6 PM 12:09

IN THE CIRCUIT COURT

OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

IN THE MATTER OF THE SALE OF
THE MORTGAGED LEASEHOLD ESTATE OF
ROBERT H. SUTTON AND SARA E. SUTTON,
HIS WIFE, IN THE PROPERTY
8 GOOGAN COURT, GLEN BURNIE
ANNE ARUNDEL COUNTY, MARYLAND

LIBER 9 PAGE 184

no. 12,255 Equity

BOND OF Attorney
To SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, J. Purdon Wright,
Baltimore, Maryland

as Principal,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand and 00/100 - - - - - Dollars (\$10,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of December, 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 The Leasehold Estate of Robert H. Sutton & Sara E. Sutton, to American National Building & Loan Association bearing date the 29th day of October, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 875 Folio 331

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

Harold E. Morgan
Harold E. Morgan

J. Purdon Wright (SEAL)
J. Purdon Wright

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Robert J. Noeth*
Robert J. Noeth
Attorney in fact.

FILED

957 DEC - 6 PM 12:09

*Bond approved and filed
This 6th Day of Dec. 1957
George T. Cornwall*

In the Matter of the Sale of the
Mortgaged Leasehold Estate of
Robert H. Sutton and
Sara E. Sutton, his wife
in the Property, 8 Googan Court
Glen Burnie, Anne Arundel County
Maryland

* IN THE
* CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY

* IN EQUITY
* DOCKET 17 FOLIO 80

* * * * *

REPORT OF SALE

No. 12,255 Equity

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 8 Googan Court, 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 6th day of December, 1957 at 2:30 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 \$9,000.00 it being the highest bidder at said sale.

J. Purdon Wright

J. Purdon Wright
Attorney named in mortgage

STATE OF MARYLAND
SS
CITY OF BALTIMORE

I HEREBY CERTIFY that on this *10th* day of December, 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.

1957 DEC 12 AM 9:26

Hazel E. Morgan

Hazel E. Morgan, Notary Public

10

ORDER NISI

LIBER 108 PAGE 340

IN THE MATTER OF THE SALE OF THE
MORTGAGED LEASEHOLD ESTATE OF ROBERT

~~XXXXX~~

H. SUTTON and SARA E. SUTTON, his
wife, in the Property, 8 Googan Court
Glen Burnie, Anne Arundel County, Md.

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,255 Equity

Ordered, this 12th day of December, 19 57, That the sale of the
Property in these proceedings mentioned,
made and reported by J. Purdon Wright, Attorney named in the Mortgage,
~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th
day of January next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 20th
day of January next.

was

The report states that the amount of sales ~~was~~ \$ 9,000.00

FILED 1957 Dec 12 AM 9:26

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED LEASEHOLD ESTATE OF

~~XXXXX~~

ROBERT H. SUTTON and
SARA E. SUTTON, his wife
in the Property, 8 Googan Court
Glen Burnie, Anne Arundel County
Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of January, 19 58,
that the sale made and reported by the ~~Trustee~~ 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 ~~Trustee~~ Attorney ~~is~~ allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1958 JAN 21 PM 3:40

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. 12,255 Equity
In the Matter of the Sale of the Mortgaged Leasehold Estate of ROBERT H. SUTTON and SARA E. SUTTON, his wife in the Property, 8 Gougan Court Glen Burnie, Anne Arundel County, Md.

Ordered, this 12th day of December, 1957, That the sale of the Property in these proceedings mentioned, made and reported by J. Purdon Wright, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 20th day of January next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of January next.

The report states that the amount of sale was \$9,000.00
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
J-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 18, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,255

Robert H. Sutton

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 January, 1958. The first

insertion being made the 19th day of

December, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. C. 14-9-36 1958 JAN 20 AM 11:54

12

In the Case of

In the Matter of the Sale
of the
Mortgaged Leasehold Estate
of
Robert H. Sutton
and
Sara E. Sutton, his wife

In the
Circuit Court

For
Anne Arundel County
No. 12,255 Equity

To the Honorable, the Judges of said Court:

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

[Large area of horizontal dotted lines for text entry]

February 3, 1958

All of which is respectfully submitted.

Laura K. Jaskling
Auditor.

RECORDED & INDEXED

FILED
1958 FEB -6 PM 11:05

Dr.

in ac.

In the Matter of the Sale of the Mortgaged Leasehold Estate of
Robert H. Sutton and Sara E. Sutton, his wife

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	300	00	375	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor -stating this account and three copies	22	50	62	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	53	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S.Fidelity & Guaranty Co. -bond premium	40	00		
Alex Cooper - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Hazel E. Morgan - notary fee		50	143	16
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission- metered water to 4/1/57	14	80	14	80
To Attorney for Ground Rent, viz:				
Semi-annual ground rent of \$48.00 due 3/15/58 - 2 months 21 days	21	60	21	60
To American National Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	8,395	44	8,395	44
			9,012	00
Amount of mortgage claim filed	9,576	72		
Cr. Amount allowed above	8,395	44		
Balance subject to decree in personam	1,181	28		

ORDER NISI

LIBER 108 PAGE 345

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

In the Matter of the Sale of the
Mortgaged Leasehold Estate
vested of

Robert H. Sutton

and

Sara E. Sutton, his wife

No. 12,255

Equity.

1958 FEB -6 PM 1:05

FILED

ORDERED, This 6 day of February, 1958, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17
day of March next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
17 day of March next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of March, 1958, 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.

FILED

1958 MAR 18 PM 3:29

Benjamin Nicholson
Judge

16

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1958

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

Order Nisi. Eq. 12,255.
Auditor account

Robert H. Sutton.

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 March, 1958. The first

insertion being made the 13th day of February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By H. Tilghman

1958 MAR -7 AM 10:31

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,255 Equity

In the Matter of the Sale of the Mortgaged Leaschold Estate of Robert H. Sutton and Sara E. Sutton, his wife

Ordered, this 6 day of February, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of March next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-27

No. M. G. 361

17

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Herman W. Edwards and Alma	*	ANNE ARUNDEL COUNTY
Edwards, his wife	*	Equity No. <u>12,420</u>

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.


 H. Allen Mezger, Assignee

No. 12,420 Equity

550
STATE
No Stamps
Required

THIS MORTGAGE, Made this 26th day of June, in the year one thousand nine hundred and fifty-six, between HERMAN W. EDWARDS AND ALMA EDWARDS,

his wife - - - - - , of the County of Anne Arundel, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Fifty-Four Hundred Twenty-Five (\$5425.00) - - - - - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Sixty (\$60.00) Dollars - - - - - commencing on the tenth - - day of August -, 1956, and on the tenth - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

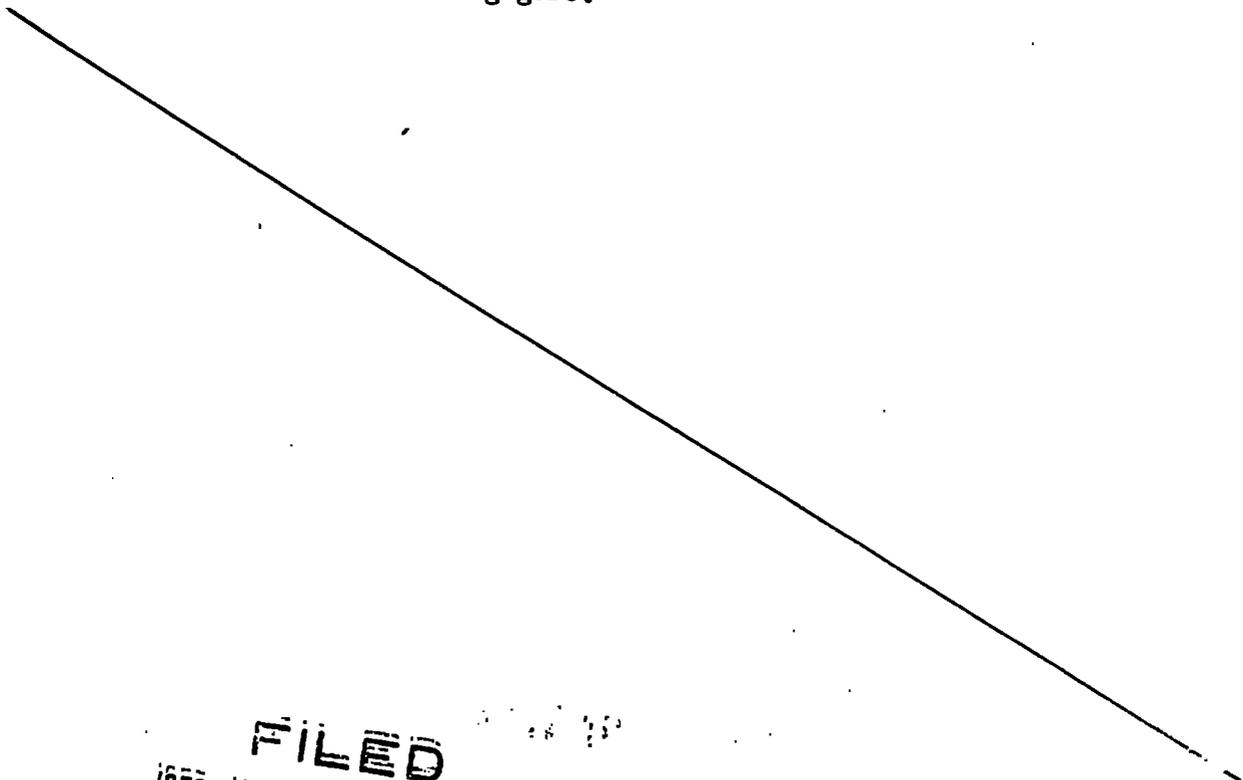
NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that - - - lot of ground situate and lying in the Third Election District,

Anne Arundel County, Maryland - - -, and described as follows:

~~SECTION~~ BEING known and designated as Lot No. Sixteen (16), Block or Section E, as shown on the Plat of Marley Park Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book Liber W.N.W. No. 2, folio 11, now Cabinet 1, Rod E, Plat No. 11, now Plat Book 2, folio 19.

BEING the same lot of ground which by Deed dated March 21st, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 562, folio 304, was granted and conveyed by Thomas Jordan and Florence Jordan, his wife, to the within named mortgagors.



MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED
1957 NOV 18 AM 11:43

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

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

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

cessors 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; (2) To pay monthly - - - - -

on or before the tenth - - - - - day of each and every month the sum of Ten (\$10.00) Dollars - - - - - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) 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; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) 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; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LEGER 108 PAGE 351

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty (\$50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

LEGER 1040 PAGE 263

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger
H. Allen Mezger

Herman W. Edwards (SEAL)
Herman W. Edwards

Alma Edwards (SEAL)
Alma Edwards

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 26th day of June, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Herman W. Edwards and Alma Edwards, his wife, -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the foregoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

H. Allen Mezger
H. Allen Mezger
Notary Public



My Commission Expires May 6th, 1957.

Rec'd for record June 28 1956 at 9:09 AM.

Mailed to *Mezger + Mezger* - 4 -

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

5

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City, hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purposes of foreclosure.

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, President, and its corporate seal hereto affixed this seventh day of November, 1957.

ATTEST:

Inez A. Brown
Inez A. Brown

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY.

By:

John P. Helmer
John P. Helmer, President

SHORT ASSIGNMENT

OF MORTGAGE

FROM

Arundel Federal Savings and Loan Association of Baltimore City

TO

H. Allen Mezger, Assignee

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY
RECEIVED FOR RECORD IN LIBER GTC
NO. 1040 FOLIO 259
GEO. T. CROMWELL, CLERK
1957 NOV 28 AM 9:02
RECORDED IN LIBER GTC
NO. 1040 FOLIO 259
GEO. T. CROMWELL, CLERK
Folio etc, one of the
Anne Arundel
Records of Baltimore County, and examined.

Per

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING 14TH FLOOR
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

Clerk

MORTGAGE

From:

Herman W. Edwards and
Alma Edwards, his wife.

To:

Arundel Federal Savings and
Loan Association of Baltimore
City.

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY

1957 JUN 28 AM 9:02

RECORDED IN LIBER GTC
NO. 1040 FOLIO 259
GEO. T. CROMWELL, CLERK

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW

200 WEST SARATOGA STREET
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

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

LIBER 108 PAGE 353

H. Allen Mezger, Assignee

vs.

Herman W. Edwards and Alma

Edwards, his wife

IN THE
CIRCUIT COURT

OF

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

Equity No. 12,420

~~DISK~~ ~~FILE~~

Military Affidavit

County of Anne Arundel
STATE OF MARYLAND, ~~Georgetown, Baltimore~~, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
County
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, O C

By: *John P. Helmer*
John P. Helmer, Affiant.
President



Subscribed and sworn to before me
this 30th day of November 1957.

E. Jane Rusinek
E. Jane Rusinek Notary Public

My Commission Expires May 14th, 1959.

FILED

1957 DEC 11 AM 9:39

STATEMENT OF MORTGAGE CLAIM

IN THE

CIRCUIT COURT

LIBER 108 PAGE 354

H. Allen Mezger, Assignee

vs.

Herman W. Edwards and Alma

Edwards, his wife

— OF —

BALTIMORE CITY
ANNE ARUNDEL COUNTY

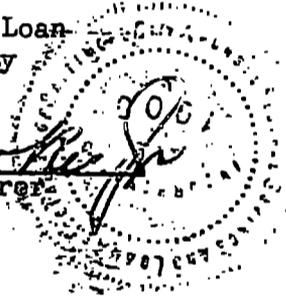
Equity No. 12,420

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		\$ 5,425.00
Less - Total amount paid on account of Principal	\$ 107.07	
Less - Credit Expense Account	50.00	157.07
Net Balance		\$ 5,267.93
Plus accumulated interest to December 31st, 1957 (with interest thereafter at rate of 6% per annum)		53.31
Total balance due on account of Mortgage Indebtedness		\$ 5,321.24

Arundel Federal Savings and Loan Association of Baltimore City

By *Henry C. Bourke, Jr.*
Henry C. Bourke, Jr., Treasurer



COUNTY OF ANNE ARUNDEL
STATE OF MARYLAND, ~~BALTIMORE~~ Baltimore, Sct.

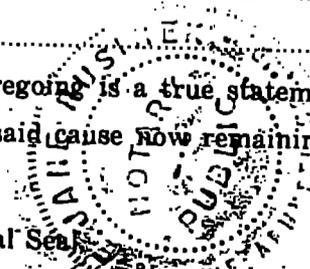
I HEREBY CERTIFY, That on this 30th day of November in the year nineteen hundred and ~~fifty-seven~~ 1957, before me, a Notary Public of the State of Maryland, in and for said ~~City of Baltimore~~ County of Anne Arundel, personally appeared Henry C. Bourke, Jr., Treasurer, of Arundel Federal Savings and Loan Association of Baltimore City,

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

As witness my hand and Notarial Seal

My Commission Expires May 4th, 1959.

E. Jane Kusinek
E. Jane Kusinek, Notary Public.



FILED
1957 DEC 11 AM 9:39

Know all Men by these Presents:

THAT WE H. Allen Mezger

200 W. Saratoga Street

of Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five thousand three hundred and 00/100 (\$5,300.00) - - - - - Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of December in the year of our Lord nineteen hundred and fifty-seven

WHEREAS, the above bounden H. Allen Mezger

an assignment of by virtue of a power contained in mortgage from Herman W. Edwards and Alma Edwards, his wife

to Arundel Federal Savings & Loan Association of Baltimore City

dated June 26, 1956 and recorded in Liber GTC

No. 1042 folio 259 etc., one of the Land Record Books of Anne Arundel

County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger

is about to execute the power vested by assignment of power in him/in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Elaine E. Seeger

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Edward Annen, Attorney in fact

ATTEST:

Carol Swann



Bond approved this 11th day of December 1957

George T. Cornwall

FILED 1957 DEC 11 AM 9:39

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Herman W. Edwards and Alma	*	ANNE ARUNDEL COUNTY
Edwards, his wife	*	Equity No. 12,420

CERTIFICATION

We hereby certify, that on the 18th day of December, 1957, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City - - - the property described as follows:

ALL THAT LOT OF GROUND situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lot No. Sixteen (16), Block or Section E, as shown on the Plat of Marley Park Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book Liber W.N.W. No. 2, folio 11, now Cabinet 1, Rod E, Plat No. 11, now Plat Book 2, folio 19,

at and for the price of

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 President.

E. T. NEWELL AND CO., INC., AUCTIONEERS

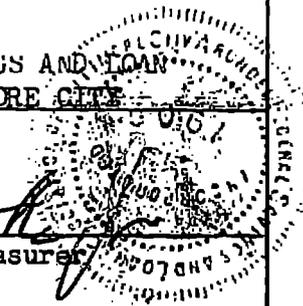
By: *John M. Miller, Jr.*
John M. Miller, Jr., President

I/We hereby certify that I/we purchased the above described property at and for the price of Three Thousand (\$3,000.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by H. 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 DEC 26 AM 9:07

H. Allen Mezger, Assignee	*	IN THE CIRCUIT COURT
vs.	*	FOR
Herman W. Edwards and Alma	*	ANNE ARUNDEL COUNTY
Edwards, his wife	*	Equity No. 12,420

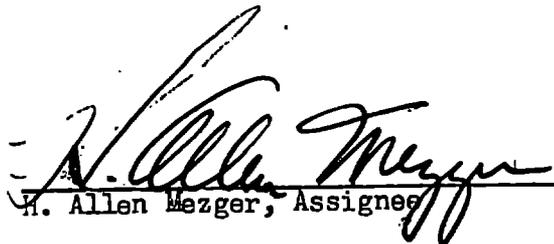
* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Herman W. Edwards and Alma Edwards, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Herman W. Edwards and Alma Edwards, his wife, to Arundel Federal Savings and Loan Association of Baltimore City dated June 26th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1040, folio 259, which mortgage was then duly assigned on November 9th, 1957, to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Wednesday, December 18th, 1957, at 2:00 o'clock P. M. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder at and for the sum of Three Thousand (\$3,000.00) Dollars the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.


H. Allen Mezger, Assignee

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

FILED

1957 DEC 26 AM 9:07

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 18th day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. Allen Mezger, Assignee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Report of Sale and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Elaine E. Seeger
Elaine E. Seeger, Notary Public



My Commission Expires May 4th, 1959.

ORDER NISI

LIBER 108 PAGE 359

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,420 Equity

H. Allen Mezger, Assignee

versus

Herman W. Edwards and Alma Edwards, his wife

Ordered, this 26 day of December, 19 57 That the sale of the Property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee

~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3 day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of February next.

The report states that the amount of sales ~~was~~ ^{was} \$ 3,000.00

FILED 1957 DEC 26 AM 9:07

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

H. Allen Mezger, Assignee

versus

Herman W. Edwards and Alma Edwards, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of February, 19 58

that the sale made and reported by the ~~Assignee~~ ^{Assignee} aforesaid, be and the same is hereby ~~Ratified~~ ^{Finally} and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Assignee~~ ^{Assignee} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Nichols
Judge

FILED

1958 FEB -6 PM 12:27

OFF OF

Maryland Gazette

LIBER 108 PAGE 360

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. 12,420, Equity

H. Allen Mezger, Assignee
VERSUS
Herman W. Edwards and Alma
Edwards, his wife

Ordered, this 26 day of Decem-
ber, 1957, that the sale of the
property in these proceedings
mentioned made and reported by
H. Allen Mezger, Assignee, BE
RATIFIED AND CONFIRMED,
unless cause to the contrary there-
of be shown on or before the 3
day of February next; Provided,
a copy of this Order be inserted
in some newspaper published in
Anne Arundel County, once in
each of three successive weeks
before the 3 day of February next.
The report states that the a-
mount of sale was \$3,000.00.
GEORGE T. CROMWELL, clerk
True Copy, TEST:
GEORGE T. CROMWELL, clerk
J-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1958

We hereby certify, that the annexed

Order Nisi, E.g. 12,420.
Sale.

Herman W. Edwards

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 February, 1958. The first

insertion being made the 2nd day of

January, 1958

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 1958 FEB -5 PM 12:33

By H. Tilghman

14

In the Case of

H. Allen Mezger,
Assignee

VS.

Herman W. Edwards

and

Alma Edwards, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,420

Equity

To the Honorable, the Judges of said Court:

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

February 17, 1958

All of which is respectfully submitted.

Laura K. Dickling
Auditor.

FILED

1958 FEB 24 PM 12:35

5

Dr. H. Allen Mezger, Assignee vs. Herman W. Edwards and Alma Edwards, his wife

in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	120	00	170	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	41	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	12	50		
Maryland Casualty Co. - bond premium	21	20		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Elaine E. Seeger - notary fee		50	118	74
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	2,662	57	2,662	57
			3,002	81
Amount of mortgage claim filed	5,321	24		
Cr. Amount allowed above	2,662	57		
Balance subject to decree in personam	2,658	67		

with

Cr.

H. Allen Mezger, Assignee

1957

Dec. 18

Proceeds of Sale

3,000 00

3,000 00

Refund 1957 State and County taxes

(\$78.85) - thirteen days

2 81

2 81

3,002 81

7

ORDER NISI

H. Allen Mezger,
Assignee
VERSUS
Herman W. Edwards
and
Alma Edwards, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,420

Equity.

ORDERED, This 24 day of February, 1958 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 31 day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31 day of March next.

George T. ...

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2 day of April, 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 Justice apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1958 APR -2 PM 2:56

Matthew S. Evans

JUDGE

FILED

1958 FEB 24 PM 12:35

MEZGER AND MEZGER
Attorneys
200 West Saratoga Street.
Baltimore 1, Maryland

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

IMPROVED WITH A FRAME AP-
PROVED ROOF DWELLING,
KNOWN AS 15 BEACH, MAR-
LEY PARK BEACH, LOT 16,
SECTION E, 3RD ELECTION
DISTRICT, ANNE ARUNDEL
COUNTY, MARYLAND

Under and by virtue of the power
of sale contained in the mortgage
dated June 26th, 1956, from Her-
man W. Edwards and Alma Ed-
wards, his wife, said mortgage
being duly recorded among the
Land Records of Anne Arundel
County in Liber G.T.C. No. 1040,
folio 259, and by mesne assign-
ments thereof recorded at the foot
of the aforesaid mortgage, the
undersigned as Assignee, will offer
for sale at public auction on the
premises on

**Wednesday,
December 18, 1957
At 2:00 O'clock P.M.**

ALL THAT LOT OF GROUND
situate and lying in the Third
Election District, Anne Arundel
County, Maryland, and described
as follows: BEING known and
designated as Lot No. Sixteen (16),
Block or Section E, as shown on
the Plat of Marley Park Beach,
which plat is recorded among the
Plat Records of Anne Arundel
County in Plat Book Liber W.N.W.
No. 2, folio 11, now Cabinet 1, Rod
E, Plat No. 11, now Plat Book 2,
folio 19.

Terms of Sale: Cash upon rati-
fication of sale. Expenses to be
adjusted to the date of sale. A
deposit of \$500.00 will be required
of the purchaser at the time and
place of the sale; balance of pur-
chase money to bear interest at
the rate of 6% per annum from
day of sale.

H. ALLEN MEZGER, Assignee
E. T. NEWELL & CO., INC.,
Auctioneers.

D-12

OFFICE 'F

No. 12 420 Equity
Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., *March 17*, 19*58*

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

Assignee's Mortgage Sale

Herman W. Edwards

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 *18th* -----

day of *December*, 19*57*. The first

insertion being made the *21st* ----- day of

October, 19*57*.

THE CAPITAL-GAZETTE PRESS, INC.

By *Marie Tate*

Filed 20 Mar, 1958, at 10:15 a.m.

LIBER 108 PAGE 365

OFFICE OF

Maryland Gazette

LIBER 108 PAGE 366

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1, 1958

We hereby certify, that the annexed

Order nisi E.g. 12,420
Auditor account.

Herman W. Edwards

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 March, 1958. The first

insertion being made the 27th day of

February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,420 Equity

H. ALLEN MEZGER, Assignee versus

HERMAN W. EDWARDS and ALMA EDWARDS, his wife

Ordered, this 24th day of February, 1958, 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 31st day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of March next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-13

FILED

No. M.C. 1958 APR -2 AM 9:40

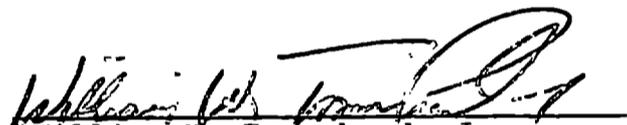
20

LIBER 103 367

In the matter of the mortgaged : No. 12,414 Equity
real estate of Richard M. Wallace : In the Circuit Court for
and Elayne C. Wallace, his wife : Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file the original
mortgage herewith.


William W. Townshend, Jr.,
Attorney named in mortgage

FILED
1957 NOV 12 PM 1:05

No. 12,414 Equity

PURCHASE MONEY

This Mortgage,

made this 30th day of November

in the year one thousand nine hundred and fifty-five, between

RICHARD M. WALLACE and ELAYNE C. WALLACE, 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

TWELVE THOUSAND EIGHT HUNDRED DOLLARS - - - - - (\$12,800.00)

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 NINETY ONE DOLLARS - - - - - (\$91.00) 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 19th 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.

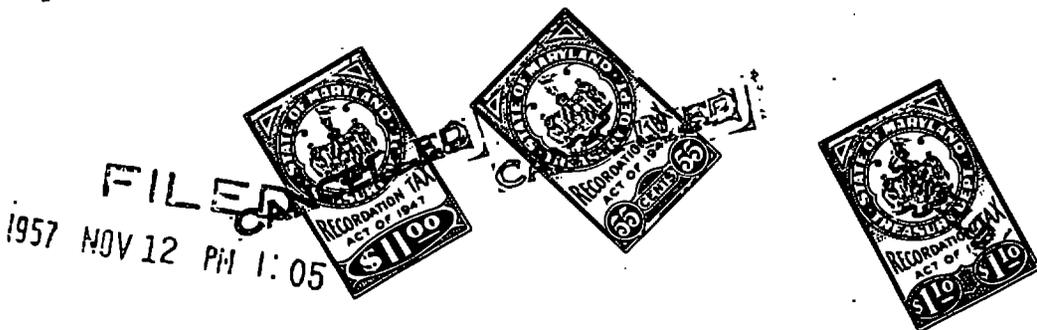
AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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 that

~~Fourth~~ ^{Second} Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a pipe found at the southwest corner of the Addie Pumphrey property on the east side of the General's Highway; and running from thence and with the south line of two conveyances to Addie C. Pumphrey recorded among the Land Records of Anne Arundel County in Libers FAM 189, Folio 325 and JHH 324, Folio 461, South 80° East, 516.93 ft. to a pipe found in a fence line; thence leaving the Pumphrey tracts, South 57° 46' West, 100 ft.; thence crossing a 2.45 acre tract recently conveyed, North 84° 17' West, 434.73 ft. to a pipe on the east side of the General's Highway; thence with the same, North 04° 38' East, 100 ft. to the place of beginning. Containing 0.89 acre, more or less, and known as Lot A on plat recorded with deed from The Continental Realty Company to James Rudolph Wilson recorded in Liber JHH 871, Folio 246.

BEING the same property conveyed to the within-named Mortgagors by Michael P. Wagner and Geraldine N. Wagner, his wife, by lease of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto. See also Deed from August W. Schnepfe and Katherine L. Schnepfe, his wife, to the within-named Mortgagors, dated October 24, 1955 intended to be recorded herewith.



LIBER 108 PAGE 369

LIBER 984 PAGE 491

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:

Alice Gary
.....
Alice Gary

Richard M. Wallace
..... (SEAL)
Richard M. Wallace

Elayne C. Wallace
..... (SEAL)
Elayne C. Wallace

..... (SEAL)

5

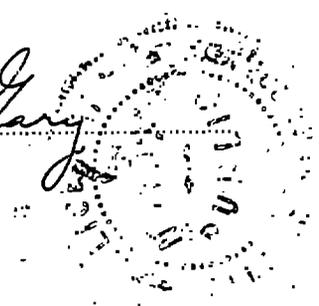
LIBER 108 PAGE 371
LIBER 984 PAGE 493

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 30th day of November, in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Richard M. Wallace and Elayne C. Wallace, 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 Mortgage, 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.

Alice Gary
NOTARY PUBLIC
Alice Gary



My Commission expires 5/6/57

Rec'd for record Dec 1 1955, at 1:10 P.M.

Per George T. Cromwell, Clerk.

Mailed to Wm. W. Townshend, Jr.

11.55 M

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

PURCHASE MONEY
MORTGAGE

FROM

RICHARD M. WALLACE AND

ELAYNE C. WALLACE, HIS WIFE

TO

UNITED FEDERAL SAVINGS &
LOAN ASSOCIATION OF
GLEN BURNIE, MARYLAND

Received for record 1 DEC 1955 at 1 o'clock P.M.

Same day recorded in Liber C-7C No. 984 folio 490 &c. one of the Land Records of Anne Arundel County

and examined per

George T. Cromwell, Clerk

Cost of Record \$

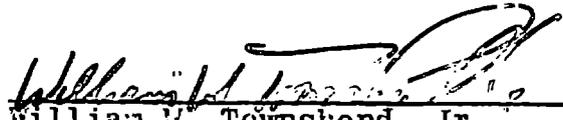
PP

In the matter of the mortgaged : No. 12.414 Equity
 real estate of Richard M. Wallace : In the Circuit Court for
 and Elayne C. Wallace, his wife : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Richard M. Wallace
 and Elayne C. Wallace, his wife, dated
 November 20, 1955 and recorded among
 the Land Records of Anne Arundel County
 in Liber G.T.C. 984, Folio 490 -----\$12,800.00

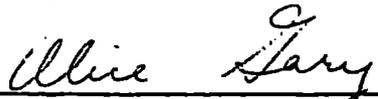
Less total amount paid on principal	\$ 361.60	
Plus debit expense account	21.34	340.26
		<u>340.26</u>
		\$12,459.74
Interest 7/19/57 to 11/30/57	\$ 274.09	
Interest 12/1/57 to 12/10/57, incl.	20.76	294.85
		<u>294.85</u>
Total amount of mortgage indebtedness -----		\$12,754.59


 William W. Townshend, Jr.,
 Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of December,
 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 ack-
 nowledged the foregoing statement of mortgage claim to be true
 and just and therein set forth.

WITNESS my hand and Notarial seal.


 Alice Gary, Notary Public



FILED
 1957 DEC -3 PM 12:26

6

227 ST PAUL STREET
BALTIMORE, MD.

New Amsterdam Casualty Company

A STOCK COMPANY

LIBER 108 PAGE 373

no. 12, 414
Equity

60 JOHN STREET
NEW YORK

LIBER 9 PAGE 182

BOND NO. 242348

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 THIRTEEN THOUSAND AND 00/100 (\$13,000.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents:

SEALED with our seals and dated this 27th day of November, 1957.

WHEREAS: by virtue of a power of sale contained in a mortgage from Richard M. Wallace and Elayne C. Wallace, his wife, to United Federal Savings and Loan Association, bearing date on or about the 30th day of November, 1955, the said William W. Townshend Jr. 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 W. Townshend Jr., 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 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.

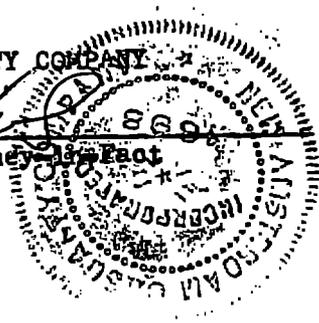
Witness as to Principal:

Alice Gary

William W. Townshend Jr. (SEAL)
William W. Townshend Jr.

Witness as to Surety:

M.S. Kraus
M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY
By *R.H. Nichols*
R.H. Nichols Attorney at Law


*Bond approved this 3rd day
of December 1957. George T. Connell, Clerk*

FILED

1957 DEC -3 PM 12:26

In the Matter of the : NO. 12,414 EQUITY
 Mortgaged Real Estate : IN THE
 of Richard M. Wallace and : CIRCUIT COURT
 Elayne C. Wallace, 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 named in Mortgage, and made oath in due form of law that he knows the Defendants her in, and that to the best of his information, knowledge and belief

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

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

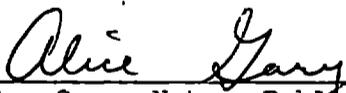
(3) said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

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



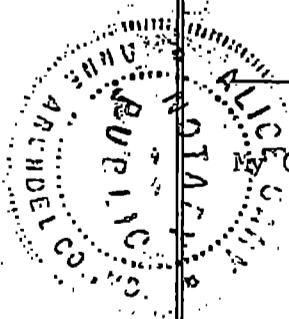
 William W. Townshend, Jr.
 Attorney named in Mortgage

Subscribed and sworn to before me this 9th day of December, 1957.



 Alice Gary, Notary Public

My Commission expires 5/4/59



FILED

1957 DEC 10 PM 2:27

WILLIAM W. TOWNSHEND, JR., Atty
Towns-Worth Bldg., South St.
Annapolis, Maryland

LIBER 108 PAGE 375

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Richard M. Wallace and Elayne C. Wallace, his wife, dated November 30, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 984, Folio 490, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, December 10th, 1957

AT 10:30 O'CLOCK A.M.

All that tract or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

Beginning for the same at a pipe found at the southwest corner of the Addie Pumphrey property on the east side of the General's Highway; and running from thence and with the south line of two conveyances to Addie C. Pumphrey recorded among the Land Records of Anne Arundel County in Libers F.A.M. 189, Folio 325 and J.H.H. 324, Folio 461, South 80° East, 516.93 ft. to a pipe found in a fence line; thence leaving the Pumphrey tracts, South 57° 46' West, 100 ft.; thence crossing a 2.45 acre tract recently conveyed, North 84° 17' West, 434.73 ft. to a pipe on the east side of the General's Highway; thence with the same, North 04° 38' East, 100 ft. to the place of beginning. Containing 0.89 acre, more or less, and known as Lot A on plat recorded with deed from The Continental Realty Company to James Rudolph Wilson recorded in Libert J.H.H. 871, Folio 246.

Being the same property conveyed to Richard M. Wallace and wife by Michael P. Wagner and Geraldine N. Wagner, his wife, by assignment dated November 30, 1955 and recorded among the aforesaid Land Records in Liber G.T.C. 984, Folio 486, and being also the same property conveyed unto Richard M. Wallace and wife by August W. Schnepfe and Katherine L. Schnepfe, his wife, by deed dated October 24, 1955 and recorded in Liber G.T.C. 984, Folio 488.

The above property is improved by a dwelling with modern conveniences.

Terms of Sale: A cash deposit will be required of \$500.00 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:

WM. W. TOWNSHEND, JR., Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

12,725.00

Tuesday
December 10, 1957
Annapolis, Md.

I hereby certify that I have this 10th day of December, 1957, sold the property of William W. Townshend, Jr., Attorney, known as Lot A, containing 0.89 acre, more or less, Dorr's Corner, Second Election District of Anne Arundel County, Maryland, to

Mary T. Board

at and for the sum of

Twelve Thousand Seven Hundred Twenty-five Dollars ---(\$12,725.00)

being the highest bidder(s) therefor.


Robert H. Campbell, Auctioneer

Tuesday
December 10, 1957
Annapolis, Md.

I/We hereby certify that I/we have this 10th day of December, 1957, purchased the property of William W. Townshend, Jr., Attorney, known as Lot A, containing 0.89 acre, more or less, Dorr's Corner, Second Election District of Anne Arundel County, Maryland, at and for the sum of

Twelve Thousand Seven Hundred Twenty-five Dollars --(\$12,725.00)

and I/we hereby agree to comply with the terms of sale.


Mary T. Board, Purchaser

Purchaser

FILED
1957 DEC 10 PM 2:27

In the matter of the mortgaged : No. 12,414 Equity
 real estate of Richard M. Wallace : In the Circuit Court for
 and Elayne C. Wallace, 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 Richard M. Wallace and Elayne C. Wallace, his wife, dated November 30, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 984, Folio 490, the said William W. Townshend, Jr., Attorney named in 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 Tuesday, December 10, 1957, at 10:30 o'clock A.M., and then and there sold the said property to Mary T. Board at and for the sum of Twelve Thousand Seven Hundred Twenty-five Dollars (\$12,725.00), being at that figure the highest bidder therefor, said property described as follows:

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

Beginning for the same at a pipe found at the southwest corner of the Addie Pumphrey property on the east side of the General's Highway, and running from thence and with the south line of two conveyances to Addie C. Pumphrey recorded among the Land Records of

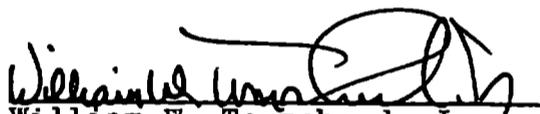
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1957 DEC 10 PM 2:27

Anne Arundel County in Libers F.A.M. 189, Folio 325 and J.H.H. 324, Folio 461, South 80° East, 516.93 ft. to a pipe found in a fence line; thence leaving the Pumphrey tracts, South 57° 46' West, 100 ft.; thence crossing a 2.45 acre tract recently conveyed, North 84° 17' West, 434.73 ft. to a pipe on the east side of the General's Highway; thence with the same, North 04° 38' East, 100 ft. to the place of beginning. Containing 0.89 acre, more or less, and known as Lot A on plat recorded with deed from The Continental Realty Company to James Rudolph Wilson recorded in Liber J.H.H. 871, Folio 246.

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; 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.

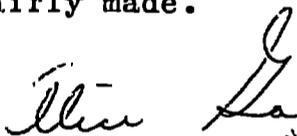
Respectfully submitted,


William W. Townsend, Jr.,
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of December, 1957, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townsend, 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 108 PAGE 379
IN THE

IN THE MATTER OF THE MORTGAGED REAL
ESTATE OF RICHARD M. WALLACE and

~~XXXXXXXX~~

ELAYNE C. WALLACE, his wife

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,414 Equity

Ordered, this 10 day of December, 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 20
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 20
day of January next.

The report states that the amount of sales ^{was} ~~XXXXXX~~ \$ 12,725.00

FILED 1957 DEC 10 PM 2:27

George T. Cromwell

Clerk.

True Copy.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL
ESTATE OF RICHARD M. WALLACE and

~~XXXXXXXX~~

ELAYNE C. WALLACE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of January, 1958, ^{Attorney} ~~XXXXXX~~ ^{Attorney} ~~XXXXXX~~ that the sale made and reported by the ~~XXXXXX~~ aforesaid, be and the same ~~XXXXXX~~ 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 ~~XXXXXX~~ ^{Attorney} ~~XXXXXX~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Nicholson
Judge

FILED

1958 JAN 21 PM 3:26

Maryland Gazette

LIBER 108 PAGE 380

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. 12,414 Equity
 In the Matter of the Mortgaged Real Estate of
 RICHARD M. WALLACE and ELAYNE C. WALLACE, his wife
 Ordered, this 10th day of December, 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 January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of January next.

The report states that the amount of sale was \$12,725 (w)
 GEORGE T. CROMWELL Clerk
 True Copy, TEST:
 GEORGE T. CROMWELL, Clerk
 J-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 18, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,414

Richard M. 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 20th

day of January, 1958. The first

insertion being made the 19th day of

December, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

W. Townshend

FILED

No. 1958-148-4 AM 11:54

14

In the Case of

In the Matter of the Mortgaged
Real Estate
of
Richard M. Wallace
and
Elayne C. Wallace, his wife

In the
Circuit Court

For
Anne Arundel County
No. 12,414 Equity

To the Honorable, the Judges of said Court:

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

[Lined area for text]

February 3, 1958

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

FILED
1958 FEB 21 AM 9:16

Dr.

In the Matter of the Mortgaged Real Estate of Richard M. Wallace and Elayne C. Wallace, his wife in ac.

To Attorney for Commissions, viz:	414 32	
To Attorney for Fee, viz:	100 00	514 32
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	29 75	
Auditor - stating this account	13 50	53 25
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	56 24	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - handbills	11 22	
New Amsterdam Casualty Co. - bond premium	52 00	
Robert H. Campbell - auctioneer's fee	45 00	
One-half Federal documentary stamps	7 15	
One-half State documentary stamps	7 15	
Alice Gary - notary fees	1 50	194 26
To United Federal Savings & Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	12,055 70	12,055 70
		12,817 53
Amount of mortgage claim filed	12,754 59	
Cr. Amount allowed above	12,055 70	
Balance subject to decree in personam	698 89	

with

William W. Townshend, Jr., Attorney named in Mortgage

Cr.

1957

Dec. 10

Proceeds of Sale	12,725 00	
Interest on deferred payment	85 60	12,810 60
Refund 1957 State and County taxes (\$118.39) - 21 days	6 93	6 93
		12,817 53

17

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged
Real Estate of
~~VERSUS~~
Richard M. Wallace
and
Elayne C. Wallace, his wife

No. 12,414

Equity.

ORDERED, This 21 day of February, 1958, 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 31 day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31 day of March next.

FILED

1958 FEB 21 AM 9:16

George T. Cromwell
Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of April, 1958, that the aforesaid 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.

FILED

1958 APR -3 PM 3:18

Matthew L. Evans
Judge

14

Maryland Gazette

LIBER 108 PAGE 385

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. 12,414 Equity

In the Matter of the Mortgaged Real Estate of

RICHARD M. WALLACE and ELAYNE C. WALLACE, his wife

Ordered, this 21st day of February, 1958, 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 31st day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of March next.

GEORGE T. CROMWELL, Clerk True Copy, TEST:

GEORGE T. CROMWELL, Clerk M-13

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1, 1958

We hereby certify, that the annexed

Order Nisi No. 12,414
Auditor Account.

Richard M. 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 31st

day of March, 1958. The first

insertion being made the 27th day of

February, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 818 1958 APR -2 AM 9:40

By H. J. Gilman

GERALD KERR
ATTORNEY NAMED IN MORTGAGE

vs.

CHARLES E. GILLERLAIN and
DOROTHY GILLERLAIN, his wife
Ferndale Post Office
Linthicum, Maryland

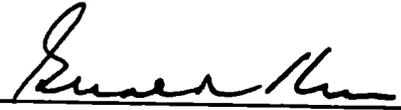
: IN THE CIRCUIT COURT
:
: FOR ANNE ARUNDEL COUNTY

:
: IN EQUITY

:
: *No. 12, 410 Equity*

MR. CLERK:

Please docket the suit in the above entitled case
and file the attached mortgage as "Exhibit "A".



Gerald Kerr
Attorney Named in Mortgage

This Mortgage, made this -----thirteenth----- day of -----July-----

in the year one thousand nine hundred and -----fifty-six-----, between -----

-----CHARLES E. GILLERLAIN and DOROTHY GILLERLAIN, his wife-----

of -----Baltimore County-----, in the State of Maryland. Mortgagor S and

-----THE KENWOOD BUILDING LOAN AND SAVINGS ASSOCIATION-----

of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said MortgagorS being memberS of the said body corporate haVE received therefrom an advance of -----TEN THOUSAND DOLLARS----- on --77-- shares of stock, being the balance of the purchase money for the hereinafter described and mortgaged property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

WHEREAS, the said Mortgagor S being so justly indebted unto the said Mortgagee for said advance, the said Mortgagor S do hereby covenant to repay the same, together with interest thereon at the rate of six per cent (6 %) per annum, unto the Mortgagee or its assigns, in the following manner: By payment of the sum of One Hundred Dollars----- on or before the tenth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, together with such fines and charges as may be imposed upon the MortgagorS under the Constitution and By-Laws of the said Mortgagee, and which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) towards the payment of the aforesaid principal sum, provided the MortgagorS ^{are} not in default or any other payments required under the terms of this mortgage.

This mortgage shall also secure future advances to be made at the Mortgagee's option, as provided and in pursuance of Chapter ~~XXX~~ ¹⁷⁸ of the Laws of Maryland passed at the January session in the year ~~1954~~ ¹⁹⁵⁵ and any supplement, amendments, or re-enactments thereto.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar the said Mortgagor S do grant and convey unto the Mortgagee, its successors and assigns, all those lots of ground situate and lying in -----Anne Arundel County-----, State of Maryland, ~~XXXXX XXXXX~~

and described as follows, that is to say:

Beginning for the first and being known and designated as Lot No. 1-C as shown on a Plat of resubdivision of Lot No. 1 Ferndale Farms, which plat has been duly recorded among the Plat Records of Anne Arundel County on June 12, 1956.

BEING the same lot of ground which by deed dated even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto was granted and conveyed by Charles D. Gilley and wife unto the Mortgagors herein.

BEGINNING for the second 180 feet westerly from an iron pipe heretofore set in the northeast side of Ferndale Road, as laid out 30 feet wide, at the end of the north 57 degrees 10 minutes west 88.30 foot line of a conveyance from Lewis Morris and Georgia V. Morris, his wife, to Charles F. Wayson and Elizabeth Wayson, his wife, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 436 folio 525, thence running along the northeast side of said road north 57 degrees 10 minutes west 120 feet to a pipe now being set; thence leaving said road and running north 22 degrees 44 minutes east 175 feet, thence running south 57 degrees 10 minutes east 120 feet; thence south 22 degrees 44 minutes west 175 feet to the place of beginning, saving and excepting thereout, however, the easternmost 15 feet of said lot of ground more fully described in a deed from Lewis Morris, widower, et al, unto D. L. Doane and wife, dated July 28, 1954 and recorded among the aforesaid Land Records in Liber J.H.H. No. 858 folio 464.

BEING the same lot of ground which by deed dated January 23, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. No. 996 folio 276 ~~was~~ ^{is} granted and conveyed by Franklin R. Maule and wife to the said Mortgagors herein.

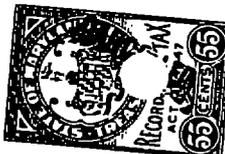
FILED NOV 9 1957

LIBER 108 PAGE 387

Kelwood

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

TO HAVE AND TO HOLD said lotS of ground and premises unto said mortgagee, its successors or assigns, ~~being~~ forever, in fee simple. ~~ing the residue of the term == of years yet to come and unexpired therein and the benefit of consent forever, and~~
~~to be the payment of the yearly rent == of \$ Dollars~~



Provided, that if said Mortgagor S, shall make the payments and perform the covenants and conditions herein contained on their part, to be made and done, then this mortgage shall be void.

And said Mortgagor S, for themselves, their heirs, personal representatives and assigns, covenant and agree with said Mortgagee, its successors and assigns, as follows:

1. To pay monthly the sum of Ten----- dollars and No----- cents, (in addition to the monthly payment heretofore mentioned) with which the said Mortgagee shall apply from time to time to payment of all taxes, ground rent, water rent, insurance, public dues, assessments, and charges for which the property hereby mortgaged may become liable. Should this special fund at any time be insufficient, (by reason of an increase in assessment or an increase in the tax rate or any other cause) to pay said charges, the Mortgagor S agree to pay said deficiency.

2. To pay all fines that may be imposed upon them by said Mortgagee in accordance with its Constitution and By-Laws.

3. To keep the improvements on said mortgaged property in good repair and fully insured from loss by fire and windstorm and such other hazards as may be required by the Mortgagee, in a company designated by said Mortgagee for its use, and to deliver the policy to it. It is further covenanted that the Mortgagee shall have a lien on the mortgaged premises for life insurance premiums advanced when the insurance upon death is to be applied to the mortgage debt.

4. That, in the event of a transfer or change of ownership of said mortgaged property, without the written consent of said Mortgagee, it reserves the right to demand payment of said mortgage debt and interest hereby secured and if not paid on demand, then this mortgage may be foreclosed under the assent and/or power of sale herein contained.

5. That, in the event of any default in any covenant or condition of this mortgage, then the balance due hereunder on said shares shall become due and payable.

6. That, upon any default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor S, to the immediate appointment of a receiver of said mortgaged property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt, and in the event of any default whether or not a receiver is appointed, the rent, profits and income of said property are hereby assigned to the Mortgagee as additional security.

7. That, it is understood and agreed until default be made, the said Mortgagor S may retain possession of the hereby mortgaged property.

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

9. That, if after default said property or any part thereof be advertised for sale under the above powers, and the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, there shall be due by said Mortgagor S all expenses for advertisement, court costs, and expenses incident to the foreclosure, a counsel fee of twenty-five dollars and a commission on the total mortgage indebtedness, equal to one-half the commissions allowed trustees for making sale of property under a decree of a Court having equity jurisdiction in the State of Maryland.

WITNESS the hand S and seal S of the said Mortgagor S.

WITNESS:

Jean V. Mays
Jean V. Mays

Charles E. Gillerlain [Seal]
Charles E. Gillerlain
Dorothy Gillerlain [Seal]
Dorothy Gillerlain

_____[Seal]

_____[Seal]

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this --13th-- day of -----July-----, in the year one thousand nine hundred and -----fifty-six-----, before me, a -----

Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared -----

-----CHARLES E. GILLERLAIN and DOROTHY GILLERLAIN, his wife,-----

the MortgagorS named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their----- act. At the same time also appeared Gerald Kerr and made oath in due form of law that he is the agent of the said THE KENWOOD BUILDING LOAN AND SAVINGS ASSOCIATION

duly authorized to make this oath, and made further oath in due form of law as said agent for the said body corporate, that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal.

Joan V. Mays
 Joan V. Mays - Notary Public.



Rec'd for record July 17, 1956, at 3:07 P.M.
 Mailed to Gerald Kerr

1436 2 R

MORTGAGE

FROM
CHARLES E. GILLERLAIN and
DOROTHY GILLERLAIN, his wife

TO
THE KENWOOD BUILDING LOAN
AND SAVINGS ASSOCIATION

Block No. _____

Received for Record _____ at _____ o'clock _____ M. Same day Recorded in Liber _____ No. _____ of the Land Records of _____ and examined per _____

RECORDED JUL 18 1956
 ANNE ARUNDEL COUNTY
 LA 3 RECORDS
 REC'D FOR RECORD
 JUL 17 3 07 P M
 NO. 1045-CL-553
 GEO. F. GROOMER, CLERK

GERALD KERR
 ATTORNEY-AT-LAW
 CENTRAL SAVINGS BANK BUILDING
 BALTIMORE 2, MD.

900

PREPARED BY: JM ✓
 EXAMINED BY:
 FILE NO.: 1680

GERALD KERR
ATTORNEY NAMED IN MORTGAGE

vs.

CHARLES E. GILLERLAIN and
DOROTHY GILLERLAIN, his wife
Ferndale Post Office
Linthicum, Maryland

: IN THE CIRCUIT COURT
:
: FOR ANNE ARUNDEL COUNTY
:
: IN EQUITY
:
: Docket No. 17-173
:
: Case No. 12410

MR CLERK:

Please enter the above entitled case to the use of
Benjamin Kolker.



Gerald Kerr
Attorney Named in Mortgage

~~FILED~~
~~1957 DEC 8 AM 9 58~~

Filed 3 Dec., 1957, at 9:55 a.m.

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

LIBER 108 PAGE 392

IN THE

Benjamin Kolker, Assignee of
Gerald Kerr
Attorney named in Mortgage

CIRCUIT COURT ~~NO. 100~~
FOR ANNE ARUNDEL COUNTY
DEK

~~BALTIMORE COUNTY~~

vs.

Charles E. Gillerlain, and
Dorothy Gillerlain, his wife
Ferndale Post Office
Linthicum, Maryland

Equity Docket 17 Folio 173.....

Case No. 12410.....

Filed

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
and for said City, personally appeared Solomon Hirschhorn,

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.

Solomon Hirschhorn
Affiant.

Subscribed and sworn to before me
this 10th day of December, 1957.



E. Howard G. Hobbs
Notary Public

FILED
1957 DEC 11 AM 11:09

STATEMENT OF MORTGAGE CLAIM

LIBER 108 PAGE 393

Benjamin Kolker, Assignee of
Gerald Kerr
Attorney named in Mortgage

Equity DOCKET 17 FOLIO 173
CASE NO. 12410
FILED

vs.

IN THE

Charles E. Gillerlain and
Dorothy Gillerlain, his wife
Ferndale Post Office
Linthicum, Maryland

CIRCUIT COURT ~~NO. 2~~
for
Anne Arundel County
~~OK~~
BALTIMORE CITY

STATEMENT OF MORTGAGE DEBT

Amount of Loan -	10,000.00	
Total amount paid by borrowers	<u>833.31</u>	9166.69
Total amount paid into Expense Account	<u>25.00</u>	<u>25.00</u>
		9141.69
Add interest for 3 months, Oct., Nov., Dec., 1957 @\$45.83 per month-		<u>137.49</u>
Balance		9279.18

Solomon Hirschhorn
att'y

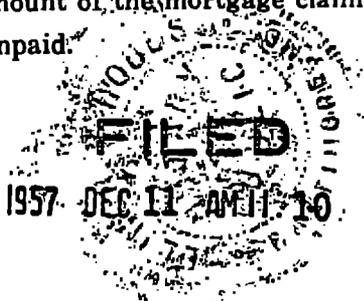
STATE OF MARYLAND, CITY OF BALTIMORE, Sect.

I HEREBY CERTIFY, That on this10th..... day of ..December..... in the year nineteen hundred and ..fifty-seven., before me, a Notary...Public..... of the State of Maryland, in and for said City of Baltimore, personally appearedSolomon Hirschhorn, Attorney for Plaintiff.....

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

As witness my hand and Notarial Seal,

Elior G. Hark
Notary Public.



THE HOME INDEMNITY COMPANY

LIBER 108 PAGE 394

HOME OFFICE



NEW YORK

LIBER

9 PAGE 188

BOND #N 26-43-44

No. 12,410 Equity

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

SOLOMON HIRSCHHORN

and

THE HOME INDEMNITY COMPANY

of

NEW YORK, N. Y.

are held and

firmly bound unto the State of Maryland in the full and just sum of -----
--- Ten Thousand and 00/100 --- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 9th day of December in the year nineteen hundred and fifty-seven.

WHEREAS, by decree of the Circuit Court for Anne Arundel County, sitting in Equity, passed in a cause in said court on the _____ day of December nineteen hundred and fifty-seven between

SOLOMON HIRSCHHORN, ATTORNEY FOR BENJAMIN KOLKER, ASSIGNEE OF GERALD KERR, ATTORNEY IN MORTGAGE

VS.

CHARLES E. GILLERLAIN AND DOROTHY GILLERLAIN, HIS WIFE, FERNDALE P. O., LINTHICUM, MARYLAND

the above bound, SOLOMON HIRSCHHORN has been appointed Trustee to make sale of the Real Estate and premises in the proceedings in said cause mentioned: Third District Anne Arundel County Lot 1-C as shown on Plat of Resubdivision of Lot #1 Ferndale Farms

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH

That if the above bounden SOLOMON HIRSCHHORN

do and shall well and truly and faithfully perform the trust reposed in him by aforesaid decree, or that may be reposed in him by any further 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

Benjamin Preissman
BENJAMIN PREISSMAN

Solomon Hirschhorn (SEAL)

SOLOMON HIRSCHHORN (SEAL)

THE HOME INDEMNITY COMPANY

BY: *Frank R. Clarke* (SEAL)
Frank R. Clarke, Attorney-in-Fact

Janyl W. Southall

Bond approved this 11th day of December 1957
George T. Cromwell
Clk

FILED

1957 DEC 11 AM 11:10



BENJAMIN KOLKER, ASSIGNEE OF
GERALD KERR, ATTORNEY NAMED
IN MORTGAGE,

Plaintiff,

vs.

CHARLES E. GILLERLAIN, AND
DOROTHY GILLERLAIN, His Wife,
Ferndale P.O., Linthicum, Md.

:
: IN THE
:
: CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,
:
: In Equity - Docket 17-173,
:
: Case No. 12410.
:
:

REPORT OF SALE.

THE REPORT OF SALE of Solomon Hirschhorn, Substituted Attorney, to make sale of the fee simple property mentioned in the herein proceedings, under the Power of Sale in the Mortgage hereby foreclosed, respectfully shows, that after giving bond with security for the faithful performance and discharge of the trust reposed in him by the herein proceedings and power of sale in said mortgage, which bond was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements in the MARYLAND GAZETTE, a Newspaper published at Green Burnie, in Anne Arundel County, Maryland, for more than three successive weeks preceding the day of sale, said Attorney did pursuant to the power vested in him and pursuant to said notice on Friday, December 13th, 1957, at 3 o'clock, P.M., attend on the premises and then and there sold the fee simple property mentioned and described in the herein proceedings to Benjamin Kolker, Fabian Kolker, and M. Budd Kolker, Co-Partners, trading as Maryland Realty Company, at and for the price or sum of Thirteen Thousand (\$13,000.00) Dollars, current money, the said purchasers being then and there the highest bidders therefor.

Solomon Hirschhorn
Solomon Hirschhorn - Attorney.

STATE OF MARYLAND,
CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 19th day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Solomon Hirschhorn, Attorney, 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.

Elinor Y. Hobbs
Elinor Y. Hobbs - Notary Public.

SOLOMON HIRSCHHORN
Attorney At Law



FILED

1957 DEC 20 AM 10:45

ORDER NISI

LIBER 108 PAGE 396

BENJAMIN KOLKER, ASSIGNEE OF GERALD KERR, ATTORNEY NAMED IN MORTGAGE

versus

CHARLES E. GILLERLAIN, AND DOROTHY GILLERLAIN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,410 Equity

Ordered, this 20 day of December, 19 57, That the sale of the Property in these proceedings mentioned made and reported by Solomon Hirschhorn, Substituted Attorney

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27 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 27 day of January next.

The report states that the amount of sale ~~was~~ was \$ 13,000.00

FILED 1957 DEC 20 AM 10:45

George T. Cromwell Clerk

True Copy,

TEST: Clerk

(Final Order)

BENJAMIN KOLKER, ASSIGNEE OF GERALD KERR, ATTORNEY NAMED IN MORTGAGE

versus

CHARLES E. GILLERLAIN, AND DOROTHY GILLERLAIN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of January, 1958, that the sale made and reported by the ~~Attorney~~ Attorney forforesaid, be and the same ~~Attorney~~ Attorney hereby ~~Attorney~~ Attorney 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.

FILED

1958 JAN 29 PM 1:00

Matthew S. Enave Judge

//

FOR ORIGINAL BOND SEE LIBER 9 PAGE 188

No. 12,410 Equity

BE 1 LIBER

LIBER 108 PAGE 397

ENDORSEMENT BOND

Attached to and forming part of Policy Number N 26-43-44 issued to SOLOMON HIRSCHHORN by THE HOME INDEMNITY COMPANY at its Agency located (city and state) Baltimore, Md. Date of Endorsement 12-9-57

PAGE 208

In consideration of the premium charged for the attached bond, it is hereby agreed that:

Subject to all the agreements, limitations and conditions of the attached bond, including all riders attached thereto, the amount of the said bond (being the amount specified in the first paragraph thereof, or, if such amount has been heretofore increased or decreased by rider attached to and forming a part thereof, then the amount specified in such rider) is hereby increased

from Ten Thousand and 00/100 Dollars (\$10,000.00)

to Thirteen Thousand and 00/100 Dollars (\$13,000.00)

All other terms and conditions of the policy remain unchanged.

FILED



1958 JAN -7 AM 11:21

THE HOME INDEMNITY COMPANY

12 Rider Approved this 7th day of January 1958 BY: George T. Cromwell, Clerk

Mary W. Southall, Attorney-in-Fact

Maryland Gazette

LIBER 108 PAGE 398 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. 12,410, Equity

Benjamin Kolker, Assignee of
Gerald Kerr, Attorney Named
In Mortgage
VERSUS

Charles E. Gillerlain, And
Dorothy Gillerlain, his wife
Ordered, this 20 day of Decem-
ber, 1957. That the sale of the
Property in these proceedings
mentioned made and reported by
Solomon Hirschhorn, Substituted
Attorney. BE RATIFIED AND
CONFIRMED, unless cause to the
contrary thereof be shown on or
before the 27 day of January
next; Provided, a copy of this
Order be inserted in some news-
paper published in Anne Arun-
del County, once in each of
three successive weeks before
the 27 day of January next.

amount of sale was \$13,000.00.
The report states that the
amount of sale was \$13,000.00.
GEORGE T. CROMWELL,
Clerk

True Copy. TEST:
GEORGE T. CROMWELL,
Clerk

J-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 18, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,410

Charles E. Gillerlain

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 27th

day of January, 1958. The first

insertion being made the 26th day of

December, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

FILED

No. M. C. 14946
1958 JAN 20 AM 9:20

13

This Deed, Made this twenty-seventh day of November in the year one thousand nine hundred and fifty-seven by THE KENWOOD BUILDING LOAN AND SAVINGS ASSOCIATION, a body corporate of Baltimore City, State of Maryland

WITNESSETH, that in consideration of the sum of Nine Thousand, Four Hundred, Ninety-Eight and 73/100 (\$9,498.73) - - - - - Dollars, the said THE KENWOOD BUILDING LOAN AND SAVINGS ASSOCIATION

without recourse do th hereby grant and assign unto BENJAMIN KOLKER, his personal representatives and assigns

all its right, title and interest in a certain mortgage made to it

by CHARLES E. GILLERLAIN and DOROTHY GILLERLAIN, his wife

dated the thirteenth day of July 19 56 , and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1045 Folio 553 , etc.,

WITNESS the corporate seal of the said body corporate, and the signature of MELVIN A. THOMAS, the President thereof.

~~AS WITNESS hand and seal the day and year first above written.~~

TEST:

Elizabeth R. Scrivener
Elizabeth R. Scrivener

THE KENWOOD BUILDING LOAN AND SAVINGS ASSOCIATION [SEAL]
By: *Melvin A. Thomas*
Melvin A. Thomas, President [SEAL]

STATE OF MARYLAND, BALTIMORE COUNTY , to wit:

I Hereby Certify, That on this twenty-seventh day of November in the year one thousand nine hundred and fifty-seven before me, the subscriber, a Notary Public (~~Justice of the Peace~~) of the State of Maryland, in and for Baltimore County aforesaid, personally appeared MELVIN A. THOMAS, President of THE KENWOOD BUILDING LOAN AND SAVINGS ASSOCIATION and he acknowledged the foregoing Assignment of Mortgage to be the act, of said body corporate.

As witness my hand and Notarial Seal.



Elizabeth R. Scrivener
Notary Public - ~~Justice of the Peace~~
Elizabeth R. Scrivener

Rec'd for record Feb 11, 1958, at 11:08 AM.
~~Wanted to~~ Filed in: # 12, 410 - Equity

FILED
1958 FEB 11 PM 2:49

Dr.

Gerald Kerr, Attorney named in Mortgage (use of Benjamin Kolker) vs. Charles E. Gillerlain and Dorothy Gillerlain, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	422	76		522 76
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's Appearance fee	10	00		
Clerk of Court - first Court costs	7	50		
Clerk of Court - final Court costs	30	25		
Auditor - stating this account	27	00		74 75
To Auditor for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Capital-Gazette Press - handbills	16	02		
Home Indemnity Co. - bond premiums	52	00		
Michael Fox - auctioneer's fee	25	00		
George W. Scible - services rendered	10	00		
One-half Federal documentary stamps	7	15		
One-half State documentary stamps	7	15		
Elinor Y. Hobbs - notary fees	1	50		177 82
To Benjamin Kolker, Assignee of the mortgage filed in these proceedings, by deed of assignment dated 11/27/57, and recorded in G.T.C. 1184 folio 569 - in full for mortgage claim	9,279	18		9,279 18
Balance for distribution to Mechanics				
Lienors				
				<u>\$3,037.37</u>
Distributed at the rate of .750405%, as follows:				
(1) To The Maryland Lumber Co. -				
Debt -				\$3,235.73
Interest from				
10/18/57 - 1/28/58				55.01
Recording fee				5.50
Total				<u>\$3,296.24</u>
	2,473	52		
(2) To James H. Johnson T/A Glen Burnie Millwork & Cabinet Co.				
Debt -				\$ 735.37
Interest from				
1/30/57 - 1/28/58				11.03
Recording fee				5.00
Total				<u>\$ 751.40</u>
	563	85		3,037 37
				<u>13,091 88</u>

with

Solomon Hirschhorn, Substituted Attorney

Cr.

1957				
Dec.	13	Proceeds of Sale	13,000	00
		Interest on deferred payment of \$12,250.00 - 1 month 15 days	91	88
				13,091 88

13,091 88

ORDER NISI

Gerald Kerr,
Attorney named in Mortgage
(Use of Benjamin Kolker)
VERSUS
Charles E. Gillerlain
and
Dorothy Gillerlain, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,410 Equity.

ORDERED, This 3 day of ~~February~~ March, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7 day of ~~MARCH~~ April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of ~~MARCH~~ April next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of April, 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 Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

George T. Edwards
Matthew J. Cooney

FILED
1958 MAR -3 PM 12:22

FILED

18 1958 APR -8 PM 3:40

JUDGE

Maryland Gazette

LINER 108 PAGE 404

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. 12,410 Equity

GERALD KERR, Attorney named in Mortgage (Use of Benjamin Kolker)

versus

CHARLES E. GILLERLAIN and DOROTHY GILLERLAIN, his wife

Ordered, this 3rd day of March, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of April next.

GEORGE T. CROMWELL, Clerk True Copy, TEST:

GEORGE T. CROMWELL, Clerk M-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1958

We hereby certify, that the annexed

Order Nisi, Eq. 12,410
Auditor account.

Charles E. Gillerlain

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 7th

day of April, 1958. The first

insertion being made the 6th day of

March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

FILED

No. M. G. 8,54

1958 APR -5 AM 10:47

19

DORIS DAY ELLIOTT, widow, : No. 12,416 Equity
117 Granville Ave., :
Annapolis, Anne Arundel Co., Md. : 17 172

DONALD L. ELLIOTT and :
MARY ELLIOTT, his wife, :
412 Jefferson St., :
Annapolis, Anne Arundel Co., Md. :

PHILIP K. ELLIOTT and :
JANET LOU ELLIOTT, his wife, :
114 Smith Ave., :
Annapolis, Anne Arundel Co., Md. :

NANCY LOUISE ELLIOTT, single, :
24 Jefferson Place, :
Annapolis, Anne Arundel Co., Md. :

HARRY F. ELLIOTT and :
NORMA ELLIOTT, his wife, :
43 River Drive, Bay Ridge, :
Annapolis, Anne Arundel Co., Md. :

In the
Circuit Court
for
Anne Arundel County

MARCIA ELLIOTT, single, :
33 North Potomac Ave., :
Baltimore 24, Maryland. :

HELEN F. ELLIOTT, widow, :
1603 West St., :
Annapolis, Anne Arundel Co., Md. :

VIOLA E. HALL and :
HARRELL W. HALL, her husband, :
Arth's Station, :
Annapolis, Anne Arundel Co., Md. :

LORRAINE ROEX and :
SAM ROEX, her husband, :
1603 West St., :
Annapolis, Anne Arundel Co., Md. :

Complainants

vs.

SAFEWAY STORES, INCORPORATED, :
a Maryland Corporation :
% THE CORPORATION TRUST :

LOREN BENJAMIN ELLIOTT, infant, :
117 Granville Ave., :
Annapolis, Anne Arundel Co., Md. :

by Doris Day Elliott, his mother and next
friend Respondents

.....

BILL OF COMPLAINT FOR RATIFICATION OF CONTRACT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of DORIS DAY ELLIOTT, widow, DONALD L. ELLIOTT and MARY ELLIOTT, his wife, PHILIP K. ELLIOTT and JANET LOU ELLIOTT, his wife, NANCY LOUISE ELLIOTT, single, HARRY F. ELLIOTT and NORMA ELLIOTT, his wife, MARCIA ELLIOTT, single, HELEN F. ELLIOTT, widow, VIOLA E. HALL and HARRELL W. HALL, her husband,

MATHIESON Bldg.
3 Light St.,
BALTO 2, MD.

957 NOV 15

FILED

LORRAINE ROSEX and SAM ROSEX, her husband, by Marvin I. Anderson and George B. Woelfel, their solicitors, humbly complaining, respectfully shows:

1.

That by deed dated ~~November~~ ^{October} 3rd, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 435, folio 99, Harry Roy Weakley et al. conveyed Lots No. 3, 4, 5, and 6, Block C, as shown on "Revised Plat of McGuckian Subdivision" recorded among plat records of said county in Plat Book No. 11, page 22, Annapolis, Maryland, unto Benjamin P. Elliott, Harry F. Elliott, William L. Elliott, Marcia Elliott and Lydia V. Hall, as joint tenants and not as tenants in common, a certified copy of said deed being filed herewith and prayed to be taken as Plaintiffs' Exhibit No. 1.

2.

That by deed dated November 14th, 1947, and recorded among said Land Records in Liber JHH No. 444, folio 106, Martha E. Crandall, widow, conveyed Lots No. 11 and 12, Block C in said subdivision to Benjamin P. Elliott, Harry F. Elliott, William L. Elliott, Marcia Elliott and Lydia V. Hall, as joint tenants and not as tenants in common, a certified copy of said deed being filed herewith and prayed to be taken as Plaintiffs' Exhibit No. 2.

3.

That by deed dated April 12th, 1949, recorded in Liber JHH No. 518, folio 192, a certified copy of which is filed herewith and prayed to be taken as Plaintiffs' Exhibit No. 3, William L. Elliott and Helen F., his wife, conveyed unto Louis M. Strauss, Trustee, all of their real property within Anne Arundel County which included their interest in Lots No. 3, 4, 5, 6, 11 and 12, Block C, McGuckian Subdivision; that by deed dated April 12th, 1949, recorded in Liber JHH No. 518, folio 194, the said Trustee reconveyed said property in manner following: unto William L. Elliott and Helen F., his wife, an undivided one-half interest in fee simple as tenants by the entireties between themselves, said estate to be held by them as joint tenants and not as tenants in common with Lorraine Rorex unto whom was conveyed the other undivided one-half interest in fee

simple, as per certified copy of said deed filed herewith and prayed to be taken as Plaintiffs' Exhibit No. 4; that the said William L. Elliott died on or about October 12th, 1956, thereby vesting an undivided one-half interest in Helen F. Elliott, surviving widow.

4.

That on December 18th, 1953, Benjamin P. Elliott and Doris Day Elliott, his wife, Harry F. Elliott and Norma, his wife, William L. Elliott and Helen F., his wife, Marcia Elliott, single, Lydia V. Hall and Harrell W., her husband, executed a contract of sale relative to said lots 3, 4, 5, 6, 11 and 12, Block C, McGuckian Subdivision with one Otis L. Williams, a real estate broker, giving him authority to sell said lots at and for the sum of Fifty Thousand (\$50,000.00) Dollars and agreeing to pay said Williams a ten (10%) per cent commission in the event that he negotiated such a sale, a copy of which contract is filed herewith and prayed to be taken as Plaintiffs' Exhibit No. 5.

5.

That on December 18th, 1953, the aforesaid parties also executed an agreement with George B. Woelfel and Noah A. Hillman to pay unto said Woelfel and Hillman ten (10%) per cent of the aforesaid purchase price as a legal fee for procuring the rezoning of and the removal of certain restrictions from the property as will be seen by reference to a copy of this agreement filed herewith and prayed to be taken as Plaintiffs' Exhibit No. 6.

6.

That on April 24th, 1954, Benjamin P. Elliott died intestate, survived by his widow, Doris Day Elliott, and four children: Donald L. Elliott, Philip K. Elliott, and Nancy Louise Elliott, adults, and Loren Benjamin Elliott, infant; that by deed dated January 25, 1955, recorded in Liber ~~908~~ No. 908, folio 43, Harry F. Elliott and Norma, his wife, William L. Elliott and Helen F., his wife, Marcia Elliott, single, Lydia V. Hall and Harrell W., her husband, Lorraine Rorex and Sam, her husband, conveyed unto said widow and children of the deceased Benjamin P. Elliott a one-fifth undivided interest in and to said Lots No. 3, 4, 5, 6, 11 and 12, Block C, McGuckian Subdivision, the widow receiving a one-fifteenth interest and each child

a one-thirtieth. (The original of said deed is filed herewith and prayed to be taken as Plaintiffs' Exhibit No. 7.

7.

That on September 7, 1955, Harry F. Elliott and Norma, his wife, Viola Hall and Harrell W., her husband, William L. Elliott and Helen F., his wife, Marcia Elliott, single, Doris Day Elliott, widow, Donald Elliott and Mary, his wife, Philip K. Elliott and Janet Lou, his wife, Nancy Louise Elliott, single, and Loren Benjamin Elliott, infant, by Doris Day Elliott, his mother and next friend, executed a certain sales deposit receipt and agreement whereby they agreed to sell the aforesaid lots to Safeway Stores, Incorporated, at and for the sum of Fifty Thousand (\$50,000.00) Dollars, of which said sum five hundred (\$500.00) dollars was paid as a deposit and the balance of Forty-Nine Thousand Five Hundred (\$49,500.00) Dollars was to be paid upon delivery of the deed and completion of the escrow as therein provided, as per copy of said sales deposit and receipt agreement filed herewith and prayed to be taken as Plaintiffs' Exhibit No. 8.

8.

That the aforementioned real estate cannot be divided in kind between the parties in interest without material loss or injury to their interest and a sale, therefore, of such realty is necessary and to the best interest and advantage/ ^{of the infant and} to all of the said parties.

9.

That all of the parties hereto, complainants and respondents, have agreed to convey to the respondent, Safeway Stores, Incorporated, the aforesaid real estate, described as follows: All those lots of ground lying, being and situate in the Sixth Election of Anne A Arundel County, Annapolis, Maryland, designated and known as Lots No. 3, 4, 5, 6, 11 and 12, Block C, McGuckian Subdivision, located on the south side of West Street between Windell Avenue and South Homeland Street, saving and excepting therefrom a strip of ground, part of Lot No. 3, ten (10) feet wide and running the depth of said lot or a distance of two (200) hundred feet along the southeast boundary line, being the division line between Lots No. 2 and 3, for

the sum of Fifty Thousand (\$50,000.00) Dollars, as hereinbefore re-cited, which sum your complainants are advised and aver is a fair and reasonable price and that it would be for the best interest and advantage of the said infant respondent, Loren Benjamin Elliott, and the other parties holding any interest in the said property that the said contracts and agreements be ratified and confirmed.

TO THE END, THEREFORE:

1. That a decree may be passed for the sale of the real estate contracted to be sold.
2. That the said contracts of sale and agreements mentioned in this Bill be ratified and confirmed by this Honorable Court and that trustees be appointed to consummate the same and to execute a deed transferring all of the right, title, interest and estate of the said infant respondent, Loren Benjamin Elliott, as well as that of the other parties in interest, to the aforesaid respondent vendee, Safeway Stores, Incorporated.
3. That the complainants may have such other and further relief as their case may require.

And as in duty bound, etc.

Donald L. Elliott

 Donald L. Elliott

Mary Elliott

 Mary Elliott

Philip K. Elliott

 Philip K. Elliott

Janet Lou Elliott

 Janet Lou Elliott

Marcia A. Elliott

 Marcia Elliott

Viola E. Hall

 Viola E. Hall

Harrell W. Hall

 Harrell W. Hall

COMPLAINANTS

Marvin I. Anderson

 Marvin I. Anderson,
 20 West Street,
 Annapolis, Maryland

Doris Day Elliott

 Doris Day Elliott, widow

Nancy Louise Elliott

 Nancy Louise Elliott

Harry F. Elliott

 Harry F. Elliott

Norma A. Elliott

 Norma Elliott

Helen F. Elliott

 Helen F. Elliott

Lorraine Rorex

 Lorraine Rorex

Sam Rorex

 Sam Rorex

COMPLAINANTS

George B. Woelfel

 George B. Woelfel,
 9-11 School Street,
 Annapolis, Maryland

ATTORNEYS FOR COMPLAINANTS

THIS DEED, made this 3rd day of October, 1947, by and between Harry Roy Weakley and Emma T. Weakley, his wife, and Emma Jane Duvall and Edward S. Duvall, her husband, parties of the first part, and Marcia Elliott, William L. Elliott, Benjamin Elliott, Viola Hall, and Harry F. Elliott, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey to and unto the said Marcia Elliott, William L. Elliott, Benjamin Elliott, Viola Hall, and Harry F. Elliott, their heirs and assigns, in fee simple, as joint tenants and not as tenants in common.

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

PARCEL NO. 1: All those lots or parcels of land situate, lying, and being in the Second Election District of Anne Arundel County, Maryland, and being known and designated as Lots Nos. Three (3) and Four (4) of Block "C", as shown on the "Revised Plat of McGuckian Sub-division near Annapolis," made by J. R. McCrone, Engineer, in March, 1940, and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-9, Plat No. 13. Having a combined frontage of 100 feet on West Street with a uniform depth therefrom of 200 feet.

BEING the same property which was conveyed to the said Harry Roy Weakley and Emma T. Weakley, his wife, from Charles F. Lee, et al, by deed dated the 29th day of September, 1947, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

PARCEL NO. 2: ALL those lots or parcels of land situate, lying, and being in the Second Election District of Anne Arundel County, Maryland, and being known and designated as Lots Nos. Five (5) and Six (6) of Block "C", as shown on the "Revised Plat of McGuckian Sub-division near Annapolis," made by J.R. McCrone, Engineer, in March, 1940, and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-9, Plat No. 13. Having a combined frontage of 100 feet on West Street with a uniform depth therefrom of 200 feet.

BEING the same property conveyed to Emma Jane Duvall (nee Weakley) and Harry Roy Weakley, her father, by Charles F. Lee, et al, by deed dated the 29th day of September, 1947, and intended to be recorded among the Land Records aforesaid immediately prior hereto.

FILED

12.416 Eg

NOV 15 PM 12:41

Elliott & Seaway

Plaintiffs Exhibit No. 1
Examine & Advise
Elliott & Seaway



TOGETHER with the buildings and improvements thereon, and all and every the rights, ways, waters, privileges, and appurtenances thereto belonging, or in anywise appertaining, subject, however, to the conditions and restrictions as contained in the aforementioned deeds from Charles F. Lee, et al, to Harry Roy Weakley and Emma T. Weakley, his wife, and From Charles F. Lee, et al, to Emma Jane Duvall and Harry Roy Weakley, her father, both deeds dated the 29th day of September, 1947, and intended to be recorded among the Land Records aforesaid immediately prior hereto.

TO HAVE AND TO HOLD the herein described lots or parcels of land to and unto the proper use and benefit of the said Marcia Elliott, William L. Elliott, Benjamin Elliott, Viola Hall, and Harry F. Elliott, their heirs and assigns, in fee simple, as joint tenants and not as tenants in common.

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

WITNESS the hands and seals of the said Grantors.

WITNESS:

Doris F. Moore
DORIS F. MOORE

Harry Roy Weakley (SEAL)
Harry Roy Weakley

Emma T. Weakley (SEAL)
Emma T. Weakley

Emma Jane Duvall (SEAL)
Emma Jane Duvall

Edward S. Duvall (SEAL)
Edward S. Duvall

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY That on this 3rd day of October, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry Roy Weakley, Emma T. Weakley, his wife, and Edward S. Duvall, her husband and Emma Jane Duvall, the within named Grantors, and they did each acknowledge the foregoing instrument to be their respective act and deed.

WITNESS my hand and seal Notarial.

Doris F. Moore
Doris F. Moore Notary Public

Recorded October 7th, 1947 at 2-40 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, MARYLAND, SCT:

I HEREBY CERTIFY, That the foregoing photo-
stat is a true copy of a Deed as recorded in Liber J.H.H.
No. 435, 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
31st. day of October,
1957., A. D.



George T. Cromwell, Clerk.
7.c.s.
George T; Cromwell, Clerk

LIBER 408 PAGE 413

THIS DEED, made this 14th day of November, 1947, by and between Martha E. Crandall, Widow, party of the first part, and Marcia Elliott, William L. Elliott, Benjamin Elliott, Viola Hall, and Harry F. Elliott, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey to and unto the said Marcia Elliott, William L. Elliott, Benjamin Elliott, Viola Hall, and Harry F. Elliott, their heirs and assigns, in fee simple, as joint tenants and not as tenants in common.

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

PARCEL NO. 1: ALL that lot or parcel of land, situate, lying, and being in the Second Election District of Anne Arundel County and being known and designated as Lot No. 11, in Block "C" as shown on the Revised Plat of the McGuckian Subdivision near Annapolis, known as the Linthicum Farm, made by J. R. McCrone, Jr., Engineer, March, 1940, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, Plat No. 13, said lot having a frontage of fifty (50) feet on McGuckian Avenue, with a regular depth therefrom of 200 feet.

PARCEL NO. 2: All that lot or parcel of land situate, lying, and being in the Second Election District of Anne Arundel County, Maryland, and being known and designated as Lot No. Twelve (12) in Block "C" as shown on the Revised Plat of the McGuckian Subdivision near Annapolis, known as the Linthicum Farm, made by J. R. McCrone, Jr., Engineer, March, 1940, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, Plat No. 13; said lot having a frontage of 50 feet on McGuckian Avenue, with a regular depth therefrom of 200 feet.

BEING the same property acquired by Graham Crandall and Martha E. Crandall, his wife, from Charles F. Lee, Trustee, (the said Graham Crandall having departed his life and left surviving him the Grantor herein, the said Martha E. Crandall, Widow) by two deeds, the first deed dated January 22, 1945, and recorded among the Land Records aforesaid in Liber J.H.H. 323, folio 429; the second deed dated March 27, 1942, and recorded among the aforesaid Land Records in Liber J.H.H. 257, folio 89



No. 12, 416 Eq
Elliott & Selway Stes

FILED

NOV 15 1947

Plaintiffs Exhibit # 2
Elliott & Selway Stes
Lawrence & Lawrence

LIBER 108 PAGE 434

TOGETHER WITH all the rights, roads, ways, waters, privileges, advantages, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said Marcia Elliott, William L. Elliott, Benjamin Elliott, Viola Hall, and Harry F. Elliott, their heirs and assigns, in fee simple, as joint tenants and not as tenants in common, subject to the restrictions of record as set forth in the two abovementioned deeds.

AND the said Grantor hereby covenants that she will warrant specially the property hereby conveyed and that she will execute such other and further assurances of the same as may be requisite.

WITNESS the hand and seal of the said Grantor.

WITNESS:

Doris F. Moore

Martha E. Crandall (SEAL)
Martha E. Crandall, Widow

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 14th day of November, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Martha E. Crandall, Widow, and she acknowledged the foregoing deed to be her act.

WITNESS my hand and seal Notarial.

Doris F. Moore
Notary Public

Recorded November 20th, 1947 at 3-10 P.M.

LIBER 108 PAGE 415

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing photo-
stat is a true copy of a Deed as recorded in Liber J.H.H.
No. 444, folio 106, 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 31st. day of
October, 1957, A. D.



George T. Cromwell, Clerk.
7 C.S.
George T. Cromwell, Clerk

Handwritten notes:
No
57
15
17

THIS DEED, made this 12th day of ~~February~~ ^{April}, 1949, by and between

William L. Elliott and Helen F. Elliott, his wife, parties of the first part, and Louis M. Strauss, Trustee, party of the second part.

Page One
of
Deed from
W.L.Elliott
and wife
to
Louis M.
Strauss,
Trustee

WITNESSETH; That for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey to and unto Louis M. Strauss, his heirs and assigns, in fee simple, for the purpose of immediately reconveying the hereinafter described property to William L. Elliott and Helen F. Elliott, an undivided one half interest as tenants by the entireties and to Lorraine Rorex ~~*****~~, their daughter, an one half undivided interest so that William L. Elliott and Helen Elliott shall own their moiety interest as tenants by the entireties and that as such together with Lorraine Rorex ~~*****~~, their daughter, shall hold her moiety interest together with them as joint tenants, their survivor, in fee simple.

ALL that property lying and being in Anne Arundel County, State of Maryland, wheresoever situated acquired by William L. Elliott, or William L. Elliott and Helen F. Elliott, his wife, by deed, inheritance or otherwise, including all their right, title and interest acquired under the Last Will and Testament of the late Harry W. Elliott, as recorded among the Will Records of Anne Arundel County and among the Land Records of Anne Arundel County.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Louis M. Strauss, Trustee for the purpose of immediately reconveying a moiety interest to William L. Elliott and Helen F. Elliott, his wife, as tenants by the entireties, and a moiety interest to Lorraine Rorex ~~*****~~; and their respective moiety interest to be held as joint tenants as between William L. Elliott and Helen F. Elliott, his wife, together with Lorraine Rorex ~~*****~~, their daughter, as to her moiety interest, their survivors, in fee simple.

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

Handwritten notes:
12.416 Eg
Elliott
Rorex

Handwritten: Plaintiff's Exhibit No. 3.

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WITNESS the hand and seal of the said Grantors.

Witness:

Louis M. Strauss
Louis M. Strauss

William L. Elliott (SEAL)
William L. Elliott

Helen F. Elliott (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

Page Two

I HEREBY CERTIFY, that on this 12th day of ~~February~~ ^{April}, 1949, before me, the subscriber, a Notary Public of the State of Maryland, and the County aforesaid, personally appeared William L. Elliott and Helen F. Elliott, his wife, and they acknowledged the foregoing deed to be their act.

W.L.Elliott

Witness my hand and Notarial Seal.

and wife

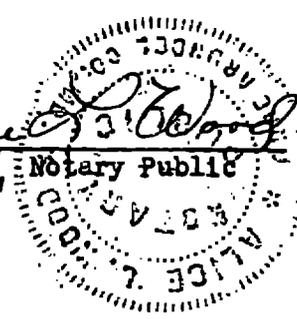
Alice L. Wood
Alice L. Wood, Notary Public

to

L.M.Strauss

Recorded- 18th April, 1949, at 3:20 P.M.

Trustee.



STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, THAT the foregoing photo-
stat is a true copy of a Deed as recorded in Liber J.H.H.
No. 518, folio 192, 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 31st. day of October,
1957, A. D.

George T. Cromwell, Clerk.
A.C.S.
George T. Cromwell, Clerk

THIS DEED, made this 12th day of ~~February~~ April, 1949, by and between Louis

M. Strauss, Trustee, party of the first part and William L. Elliott and Helen F. Elliott, his wife, and Lorraine Korex, their daughter, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt of which is hereby acknowledged, the said Louis M. Strauss, Trustee, does hereby grant and convey to and unto William L. Elliott and Helen F. Elliott, his wife, an undivided one half interest as tenants by the entireties, in fee simple and to Lorraine, their daughter, an one half undivided interest so that William L. Elliott and Helen F. Elliott, his wife, shall own their moiety interest as tenants by the entireties and that as such together with Lorraine their daughter shall hold her moiety interest together with them as joint tenants, their survivors, in fee simple.

ALL that property lying and being in Anne Arundel County, State of Maryland wheresoever situated acquired by William L. Elliott and Helen F. Elliott or William L. Elliott, by deed, inheritance or otherwise, including all their right, title and interest acquired under the Last Will and Testament of the late Harry W. Elliott, as recorded among the Will records of Anne Arundel County and among the Land Records of Anne Arundel County.

BEING the same property acquired by Louis M. Strauss, Trustee, from William L. Elliott and Helen F. Elliott, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said William L. Elliott and Helen F. Elliott, his wife, as tenants by the entireties, and a moiety interest to Lorraine

their daughter and their respective moiety interest to be held as joint tenants as between William L. Elliott and Helen F. Elliott, his wife, together with Lorraine Korex, as to her moiety interest, their survivor in fee simple.

WITNESS the hand and seal of the said Grantor.
Witness:

Alice L. Wood
Alice L. Wood

Louis M. Strauss Trustee
Louis M. Strauss, Trustee

FILED

12, 416 Eq
Elliott
Sofeway Street
Plaintiff
Exhibits
No. 4
Lawrence

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 12th day of ~~February~~^{April}, 1949, before me, the subscriber, a Notary Public of the State of Maryland, and the County aforesaid, personally appeared Louis M. Strauss, Trustee, and acknowledged the foregoing deed to be his act.

Witness my hand and Notarial Seal.

My commission expires May 2nd, 1949

Alice L. Wood
Alice L. Wood, Notary Public



Recorded- 18th April, 1949, at 3:20 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing photo-
stat is a true copy of a Deed as recorded in Liber J.H.H.
No, 518, folio 194, 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
31st. day of October,
1957, A. D.


George T. Cromwell, Clerk.
7.C.S.
George T. Cromwell, Clerk

No. 12,416
Equity

THIS DEED, Made this 25th day of January in the year Nineteen hundred and fifty-five, by and between MARCIA ELLIOTT, single, WILLIAM L. ELLIOTT and HELEN F. ELLIOTT, his wife, LORRAINE ROREX and SAM ROREX, her husband, HARRY F. ELLIOTT and NORMA ELLIOTT, his wife, and VIOLA E. HALL and HARRELL HALL, her husband, parties of the first part and DORIS DAY ELLIOTT, DONALD L. ELLIOTT, PHILIP K. ELLIOTT, NANCY LOUISE ELLIOTT and LOREN BENJAMIN ELLIOTT, parties of the second part, all of Anne Arundel County, in the State of Maryland.

WHEREAS, lots 3, 4, 5 and 6 in Block "C" hereinafter described were conveyed to Marcia Elliott, William L. Elliott, Benjamin Elliott, Viola Hall and Harry F. Elliott, Joint Tenants by Harry Ray Weakley et al by deed dated October 3, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 435 folio 99; and,

WHEREAS, lots 11 and 12 Block "C" hereinafter described were conveyed to Marcia Elliott, William L. Elliott, Benjamin Elliott, Viola Hall and Harry F. Elliott, Joint Tenants by deed from March E. Crandall, widow, dated November 14, 1947, and recorded among the Land Records aforesaid in Liber J.H.H.No. 44 folio 106; and,

WHEREAS, William L. Elliott and Helen F. Elliott, his wife, conveyed all of their interest in the above lots to Louis M. Strausa, Trustee, by deed dated April 12, 1949, and recorded among said Land Records in Liber J.H.H.No. 518 folio 192, and by subsequent deed Louis M. Strauss, Trustee, conveyed said interest to William L. Elliott, Helen F. Elliott, wife, and Lorraine Rorex, their daughter by deed dated April 12, 1949, and recorded in said Land Records in Liber J.H.H.No. 518 folio 194,

WHEREAS, Benjamin Elliott departed this life intestate on the 24th day of April, 1954, leaving surviving him; Doris Day Elliott, widow, and the following children: Donald L. Elliott, Philip K. Elliott, Nancy Louise Elliott and Loren Benjamin Elliott; and,

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Plaintiffs' Exhibit No. 7
Examined & Corrected
Elliott & Schwary
12,416 Eq

WHEREAS, There was an error in preparing said deeds above set forth in that they were conveyed to the Grantees therein as Joint Tenants and should have been conveyed to the said grantees as Tenants in Common, and,

WHEREAS, The Grantors herein set forth are desirous of correcting said error and have agreed to execute these presents,

NOW THEREFORE THIS DEED, WITNESSETH, That for and in consideration of the premises and the sum of One dollar, the said parties of the first part do hereby grant and convey an undivided one-fifth interest in said property to the said parties of the second part, as tenants in commons, as follows: To Doris Day Elliott an undivided one-fifteenth interest, and each of the children, namely, Donald L. Elliott, Philip K. Elliott, Nancy Louise Elliott and Loren Benjamin Elliot an undivided one-thirtieth interest, their heirs and assigns, in fee simple;

ALL those lots, pieces or parcels of ground situate, lying and being in the Sixth Election District of Anne Arundel County, (formerly the Second Election District), to wit:

1. All those lots designated as lots Numbers 3, 4, 5 and 6 in Block "C" as shown on the Revised plat of McGuckian Subdivision, made by J.R. McCrone Engineer, in March, 1940, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1 Rod A-9, plat No. 13, now filed in Book No. folio said lots having an aggregate frontage on West Street of 200 feet with a uniform depth of 200 feet all as shown on the said plat.

BEING the same property which was conveyed to Marcia Elliott, William L. Elliott, Benjamin Elliott, Viola Hall and Harry F. Elliott, Joint Tenants, by Harry Roy Weakley, et al by deed dated October 3, 1947, and recorded among said Land Records in Liber J.H.H.No. 435 folio 99.

2. All those lots designated as lots Numbers 11 and 12 in Block "C" on the aforesaid plat of the McGuckian Subdivision

said lots having an aggregate frontage of 100 feet on McGuckian Avenue with a regular depth of 200 feet all as shown on said plat.

BEING the same property which was conveyed to the said Marcia Elliott, William L. Elliott, Benjamin Elliott, Viola Hall and Harry F. Elliott as Joint Tenants, by Martha E. Crandall, widow, by deed dated November 14, 1947, and recorded among said Land Records in Liber J.H.H.No. 444 folio 106.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said parties of the second part as tenants in common, as follows: To Doris Day Elliott an undivided one-fifteenth interest, and each of the children namely: Donald L. Elliott, Philip K. Elliott, Nancy Louise Elliott and Loren Benjamin Elliott an undivided one-thirtieth interest, their heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such other and further assurances thereof as may be requisite.

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

Test as to M.E.

M. E. Elliott
M. E. Elliott

Marcia Elliott (SEAL)
Marcia Elliott

Test as to Wm. L.E. & H.F.E.

Louis M. Strauss
Louis M. Strauss

William L. Elliott (SEAL)
William L. Elliott

Helen F. Elliott (SEAL)
Helen F. Elliott

Test as to L.R. & S. R.

W. L. Elliott
W. L. Elliott

Lorraine Rorex (SEAL)
Lorraine Rorex

Sam Rorex (SEAL)
Sam Rorex

Witness as to H.F.E. & N. E.

Harry F. Elliot (SEAL)
Harry F. Elliot

William L. Elliott
William L. Elliott

Norma Elliott (SEAL)
Norma Elliott

Test as to V.E.H. H. H.

Viola E. Hall (SEAL)
Viola E. Hall

William L. Elliott
William L. Elliott

Harrell Hall (SEAL)
Harrell Hall

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 28th day of February

in the year Nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marcia Elliott, single, and she acknowledged the foregoing deed to be her act and deed.

Witness my hand and seal Notarial,

Mildred F. Dean
Mildred F. DEAN Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 25th day of January

in the year Nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared William L. Elliott and Helen E. Elliott, his wife, and they each acknowledged the foregoing deed to be their act and deed.

Witness my hand and seal Notarial,

Mildred F. Dean
Mildred F. DEAN Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that on this 25th day of

January in the year Nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lorraine Rorex

and Sam Rorex, her husband, and they each acknowledged the foregoing deed to be their act and deed.

Witness my hand and seal Notarial,

Mildred F. Bean
Mildred F. Bean - Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 27th day of January in the year Nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Harry F. Elliott and Norma Elliott, his wife, and they each acknowledged the foregoing deed to be their act and deed.

Witness my hand and seal Notarial,

Mildred F. Bean
Mildred F. Bean - Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 7th day of January in the year Nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Viola E. Hall and Harrell, her husband, and they each acknowledged the foregoing deed to be their act and deed.

Witness my hand and seal Notarial,

Mildred F. Bean
Mildred F. Bean - Notary Public

Recorded-7th-March-1955-at-10:35-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing photo-
stat is a true copy of a Deed as recorded in Liber J.H.H.
No. 908, folio 43, 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 31st. day of October,
1957.



George T. Cromwell, Clerk
7 C. S.
George T. Cromwell, Clerk

No. 12, 416
Equity

This Contract of Sale, made this 18 day of Dec 1953, by and between William L. Elliott and Frances Helen Elliott, his wife, Lydia V. Hall and Harrell W. Hall, her husband, Benjamin P. Elliott and Doris Elliott, his wife, Harry F. Elliott and Norma Elliott, his wife, Marcia A. Elliott, single, Gus Agapetos and Despina Agapetos, his wife, Euidgo Quinones and Virginia M. Quinones, his wife, James F. Abell and Mary E. Abell, his wife, Robert E. McClenahan and Meta C. McClenahan, his wife, hereinafter called parties of the first part, and Otis L. Williams, hereinafter called party of the second part.

Whereas said parties of the first part are the owners of Lots Nos. 3,4,5,6,7,8,9,10,11 and 12 in Block "C" as shown on the revised plat of McGuckian Subdivision, which said properties are zoned residential and were deeded to the said parties of the first part with restrictions herein prohibiting the erection of any business property thereon, and

Whereas Otis L. Williams ^{believes he} has a client, the Safe Way Stores, Inc., a body corporate, it being willing and anxious to procure said real estate and erect a super market thereon and to that end have agreed to pay the sum of Seventy-One Thousand (\$71,000) Dollars for the said property provided that the title is clear and that the parties of the first part have the said lots re-zoned commercial and have the court determine that the restrictions in the deeds are invalid, excepting a strip of land of Lot No. 3, ten feet wide running the depth of said lot along division line between Lots Nos. 3 and 2.

Now, therefore, this Contract Witnesseth: That for and in consideration of the premises and the further sum of One Dollar moving to and from the parties hereto, the said parties of the first part do hereby agree to permit said Otis L. Williams to sell unto the said Safe Way Stores the following lots of ground as an entirety for the sum of Seventy-One Thousand (\$71,000) Dollars, which said sum said parties of the first part have agreed should

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Plaintiffs' Exhibit No. 5
12 416 Equity
E. Clavens. Jan

be divided amongst themselves as follows:

To the Elliott heirs	\$50,000.00
To Gus Agapetes and wife	10,000.00
To Emidge Quinones and wife	5,000.00
To James F. Abell and wife	3,000.00
To Robert E. McClenahan and wife	1,000.00
	<u>\$71,000.00</u>

And it is further agreed that the said parties of the first part shall make the title to the said property clear and merchantable.

Second, the parties of the first part shall have the realty in this contract mentioned re-zoned commercial.

Third, that the court shall invalidate the restrictions contained in the deeds within a period of one year.

And it is further agreed by the said parties of the first part that they will pay unto Otis L. Williams, the broker in this cause, the sum of ten per cent for negotiating said sale, which said ten per cent shall be paid in proportion to the amount each individual receives for his respective lot provided, ofcourse, the sale in this contract mentioned is consummated and in the event said sale is not consummated, then no commission shall be due and owing.

Witness the hands and seals of the parties hereto.

Witness:

Naomis K. Cox
 Naomis K. Cox, wife of
 James F. Abell, of the
 County of Santa Clara,
 State of California,
 do hereby certify that
 the foregoing is a true
 and correct copy of
 the original as shown
 to me.

Otis L. Williams

James F. Abell
E. Abell
James

William D. Elliott (seal)
Helena F. Elliott (seal)
Louis W. Elliott (seal)
James W. Hall (seal)
Benjamin P. Elliott (seal)
Louis Elliott (seal)
Thomas F. Elliott (seal)
Marion D. Elliott (seal)
Gus Agapetes (seal)
Bertranda Agapetes (seal)
Emidge Quinones (seal)
Emidge Quinones (seal)
James F. Abell (seal)
Mary E. Abell (seal)

W3 22852:

LIBER 108 PAGE 430

Henry M. Hoff
T bb

Robert McQuinn (seal)

Meta C. McQuinn (seal)

Oliver F. Wilbur (seal)

no. 12, 416
Equity

This agreement, made this 18 day of Dec, 1953,
by and between William L. Elliott and Frances Helen Elliott, his wife,
Lydia V. Hall and Harrell W. Hall, her husband, Benjamin P. Elliott
and Doris Elliott, his wife, Harry F. Elliott and Norma Elliott, his
wife, Marcia A. Elliott, single, Gus Agapetos and Despina Agapetos,
his wife, Euligo Quinones and Virginia M. Quinones, his wife, James
F. Abell and Mary E. Abell, his wife, Robert E. McClenahan and Meta
C. McClenahan, his wife, hereinafter called parties of the first part,
and George B. Woolfel and Noah A. Hillman, hereinafter called parties
of the second part.

Whereas William L. Elliott and Frances Helen Elliott, his wife,
Lydia V. Hall and Harrell W. Hall, her husband, Benjamin P. Elliott
and Doris Elliott, his wife, Harry F. Elliott and Norma Elliott, his
wife, and Marcia A. Elliott, single, are the owners of Lots Nos. 3,
4, 5 and 6, 11 and 12 of Block "C" as shown on the revised Plat of
McGuckian Subdivision; Gus Agapetos and Despina Agapetos, his wife,
are the owners of Lot No. 7 of Block "C" as shown on the aforesaid
plat; Euligo Quinones and Virginia M. Quinones, his wife, are the
owners of Lot No. 8 of Block "C" as shown on the aforesaid plat;
James F. Abell and Mary E. Abell, his wife, are the owners of Lot No.
9 of Block "C" as shown on the aforesaid plat; and Robert E. McClen-
ahan and Meta C. McClenahan, his wife, are the owners of Lot No. 10
as shown in Block "C" of the aforesaid plat, which said property
they have agreed to permit Otis L. Williams to sell unto the Safe
Way Stores, Inc., a body corporate, at and for the sum of Seventy-
One Thousand (\$71,000.) Dollars; and

Whereas said properties are zoned residential, and

Whereas all of the aforesaid deeds have restrictions therein
prohibiting the erection of any business properties thereon, and

Whereas it is necessary in order to consummate the contracts
to not only have said lots rezoned by the Mayor and Aldermen of the
City of Annapolis but also to have the Court strike down the covenants
in the aforesaid deeds, and

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Plaintiffs Exhibit No. 6
Examiner & Clerk
Elliott & Agapetos
Quinones & Quinones
Abell & Abell
McClenahan & McClenahan
Woolfel & Hillman
7
Klawns
Examiner
12 4 16 Eq

Whereas said parties of the first part have employed the said parties of the second part to go before the Mayor and Aldermen of the City of Annapolis to take whatever steps may be necessary to have the properties rezoned commercial and then to take whatever legal procedure they may deem necessary to have the Circuit Court for Anne Arundel County decree the restrictions prohibiting the erection of commercial property thereon declared null and void, and

Whereas the said parties of the first part have agreed that in the event the said parties of the second part are successful in the undertaking and that a sale is made for the sum of Seventy-One Thousand (\$71,000.) Dollars, then and in that event said parties of the first part have agreed to pay unto the said parties of the second part ten per cent (10%) of the purchase price as a legal fee with the distinct understanding however, that if the said parties of the second part shall fail in their efforts so that the sale cannot be made then and in that event there will be no charge for the services rendered by the said parties of the second part and the said parties of the first part shall pay only the court costs, which court costs shall be paid by the parties of the first part in proportion to the amounts of money each would have received were the contracts with the Safe Ways Stores., Inc., consummated.

Now, therefore, this Agreement Witnesseth: That for and in consideration of the premises and the further sum of One Dollar passing to and from the parties hereto, the said parties of the second part do hereby agree to endeavor to have the lots of ground herein described rezoned commercially and the restrictions prohibiting the erection on the said lots of business property declared null and void and to see that a sale of the properties is thereby made and in consideration thereof the said parties of the first part do hereby agree to pay unto the said parties of the second part the sum of ten per cent (10%) of the sale price, to wit: Seventy-One Thousand (\$71,000.) Dollars, which said amount shall be payable in proportion to the amount of money each party of the first part receives from the Safe Way Stores, Inc., for the purchase price

of the real estate; it being understood and agreed however, that if said parties of the second part shall fail in their efforts that no fee shall be due and owing by the said parties of the first part but that the court costs shall be paid by the said parties of the first part in proportion to the amount of money each would have received were the contracts with the Safe Way Stores, Inc., consummated.

Witness the hands and seals of the parties hereto.

Witness:

Naomi F. Cook

as to William L. Elliott, Frances Helen Elliott, Lydia V. Hall, Harrell W. Hall, Benjamin P. Elliott, Doris Elliott, Harry F. Elliott, Norma Elliott, Marcia A. Elliott, Gus Agapetos and Despina Agapetos

Mary M. Hoff

William L. Elliott (Seal)

Helen F. Elliott (Seal)

Lydia V. Hall (Seal)

Harrell W. Hall (Seal)

Benjamin P. Elliott (Seal)

Doris Elliott (Seal)

Harry F. Elliott (Seal)

Norma Elliott (Seal)

Marcia A. Elliott (Seal)

Gus Agapetos (Seal)

Despina Agapetos (Seal)

Emigdio Quinones (Seal)

Virginia M. Quinones (Seal)

Jones H. Abel (Seal)

Mary E. Abel (Seal)

Robert E. McLenahan (Seal)

Meta P. McLenahan (Seal)

George C. Horeb (Seal)

Loak A. Stillman (Seal)

Examined & certified
E. Almon
by

SALES DEPOSIT RECEIPT AND AGREEMENT

NO. 12, 416
Equity

LIBER 108 PAGE 434

Parcel 2

THIS AGREEMENT, made this 7th day of September, 1955, between Harry F. Elliott and Norma Elliott, his wife; Viola Hall and Harrell W. Hall, her husband, William L. Elliott and Helen Frances Elliott, his wife; Marcia Elliott, single, Doris Day Elliott, widow; Donald L. Elliott and Mary Elliott, his wife; Philip Kent Elliott and Janet Lou Elliott, his wife; Loren B. Elliott by Guardian ad litem; and Nancy Louise Elliott, single.

and SAFEMAY STORES, INCORPORATED, a Maryland corporation,

Seller,
Buyer;

WITNESSETH:

1. Seller agrees to sell to Buyer and Buyer agrees to purchase upon the terms and conditions and for the price hereinafter set forth, the following described real property, together with all the improvements and appurtenances thereon, in the City of Annapolis, County of Anne Arundel, State of Maryland, to-wit:

Lots 3, 4, 5, 6, 11, and 12, Block C, being located on the south side of West Street between Windall Avenue and South Homeland Street as shown on the revised plat of McGuckian Estate Subdivision and recorded among the land records of Anne Arundel County, Maryland, SAVE and excepting a strip of ground of lot No. 3, ten (10) feet wide and running the depth of said lot or a distance of two hundred (200) feet, along the southeast boundary line, being the division line between lots 2 and 3.

2. The purchase price of FIFTY THOUSAND AND 13/100ths DOLLARS (\$50,000.00) shall be payable as follows: (a) FIVE HUNDRED AND 10/100ths DOLLARS (\$500.00) simultaneously with the execution and delivery hereof and (b) FORTY NINE THOUSAND FIVE HUNDRED AND 13/100ths DOLLARS ----- (\$49,500.00) on delivery of the deed and completion of the escrow as hereinafter provided.

3. An escrow covering the purchase and sale of said property shall be opened by Buyer with Lawyers Title Insurance Corporation of Richmond, Virginia 918 Fifteenth Street, N. W., Washington, D.C.

hereinafter referred to as escrow agent. Within thirty (30) days after the date hereof Buyer shall open the escrow and deposit with said escrow agent an executed copy of this agreement and Seller shall, within thirty (30) days after the date hereof, deposit with said escrow agent a grant or warranty deed conveying said property to Buyer, together with all title papers, required by the escrow agent or Buyer.

4. The title to said property shall be evidenced by an owner's policy of title insurance in the amount of the purchase price written by Lawyers Title Insurance Corporation of Richmond, Virginia, insuring Buyer as the unencumbered fee title owner of said property subject only to current taxes. If title insurance is not available, then Buyer's title shall be evidenced by an abstract of title continued to date at the expense of Seller, and an attorney's opinion of title based on an examination of said abstract written by Buyer's attorney at the expense of Buyer. The preliminary report of title or the attorney's opinion of title shall be ordered by Buyer when the escrow is opened. Should the title to said property prove defective, unmerchantable or unacceptable to Buyer, Seller shall make every effort to perfect the same. Should Seller be unable to perfect the same within six (6) months from the date hereof, then all amounts paid hereunder shall be returned to Buyer unless Buyer elects in writing to accept the title in said condition.

5. Seller represents and warrants that at the time of the completion of the escrow (a) said property will be zoned for general business usage; (b) Seller will have a good and merchantable title to said property (c) there will be no leases, tenancies or rental agreements affecting said property except such as have been approved and accepted by Buyer in writing; (d) there will be no covenants, conditions, easements, restrictions, reservations or rights of way which prohibit or restrict the erection of the necessary structures or facilities for, or the operation of, a mercantile business on said property; (e) said property will extend to the street line on all adjacent streets; (f) there will be no structures on adjoining property which encroach on said property

Examined's Cert. 8 E/Clawson & Co.,
Plaintiffs' Exhibit No. 8 12, 416 Eq
157 NOV 15 PM 12:41
Safeway Stores

said no structures on said property which encroach on adjacent property; (g) the soil of said property will be stable and in a condition to properly sustain a single story commercial structure. Seller agrees that Buyer can obtain, at Buyer's expense; a survey which will confirm the aforesaid representations and warranties. Such survey shall be ordered by Buyer by not later than the time of the opening of the escrow. Seller agrees to furnish Buyer with copies of all written leases, tenancies and rental agreements and to advise Buyer fully as to those which are not written.

6. Provided Seller complies with the agreements, representations and warranties hereof on the part of Seller, then Buyer shall, within twenty (20) days after Buyer has: (a) received and approved the preliminary report or attorney's opinion of title; (b) received and approved a current and satisfactory survey of the property; (c) approved all leases and tenancies; and (d) received written advice from the escrow agent that the latter is prepared to complete the escrow in keeping with the terms and provisions hereof, deposit the balance of the purchase price with the escrow agent, together with Buyer's closing instructions. Should Buyer fail to deposit the balance of the purchase price and the closing instructions as aforesaid, then Seller, at Seller's option, may terminate this agreement on the giving of a ten (10) days written notice to the escrow agent and Buyer, and may retain the deposit paid Seller at the time of the execution hereof as liquidated damages if Buyer's default is not cured. If Seller has not complied with the provisions herein imposed on Seller, and the warranties hereby made by Seller, within six (6) months after the date hereof; or on or before such extended period as the parties hereto may subsequently agree to in writing, then Buyer, at Buyer's option, may terminate this agreement on ten (10) days written notice to the escrow agent and Seller. In the event of such termination Seller shall repay to Buyer the deposit paid at the time of the execution hereof.

7. Should the improvements on the property be destroyed or materially damaged by fire or other casualty prior to the vesting of title in Buyer, then Buyer, at Buyer's option may: (a) terminate this agreement and receive back the deposit paid Seller, or (b) complete the purchase of said property with the purchase price reduced by an amount equal to the loss or damage suffered by said improvements.

8. Current rents, water charges and taxes, shall be adjusted and prorated as of the date of vesting of title in Buyer; assessments for improvements completed prior to the date hereof, whether levied or not, the cost of revenue stamps, notary fees and expenses of placing title in proper conditions shall be paid in full by Seller. The cost of recording the deed shall be paid by Buyer. The title insurance premium charge shall be paid by Buyer. The escrow fee shall be paid one-half by the Seller and one-half by the Buyer.

9. Seller agrees, on completion of the escrow and Buyer's acquisition of title to the property, to pay a real estate brokerage commission in the amount of FIVE THOUSAND AND NO/100 - - - - - Dollars (\$5,000.00 - - - - -), to Otis L. Williams, Agent 809 Investment Building, Washington, D. C.

10. Seller has been informed that Buyer's agreement to purchase the property described in paragraph 1 hereof is conditional upon Buyer's purchase, upon terms satisfactory to Buyer, of adjacent property described as follows:

Parcel 1

Lot 7, Block C being located on the Southwestmost corner of West Street and South Windell Avenue, and having a frontage of 50 feet on West Street by a depth of 200 feet by the full width as shown on the revised plat of McCuckian Estate Subdivision and recorded among the land records of Anne Arundel County, Annapolis, Maryland.

Parcel 2

Lot 10, Block C being located on the north side of McCuckian Avenue between South Windell Avenue and South Homeland Street, and having a frontage of 50 feet on McCuckian Avenue with a depth of 200 feet by the full width, as shown on the revised plat of McCuckian Estate Subdivision and recorded among the land records of Anne Arundel County, Annapolis, Maryland.

Parcel 3

Lot 9, Block C, being located on the north side of McCuckian Avenue between South Windell Avenue and South Homeland Street, and having a frontage of 50 feet on McCuckian Avenue with a depth of 200 feet by the full width, as shown on the revised plat of McCuckian Estate Subdivision and recorded among the land records of Anne Arundel County, Annapolis, Maryland.

Lot 8, Block C, being located on the north side of McShackian Avenue between South Windell Avenue and South Highland Street, and having a frontage of 50 feet on McShackian Avenue with a depth of 200 feet by the full width, as shown on the revised plat of McShackian Subdivision and recorded among the land records of Anne Arundel County, Annapolis, Maryland.

Buyer shall have such period of time as shall be necessary to accomplish the purchase of said adjacent property provided Buyer proceeds with diligence appropriate to the circumstances. The time for the completion of the purchase of Seller's property and for the closing of the escrow shall be automatically extended without further action by Buyer until such time as Buyer has completed the purchase of said adjacent property or has notified Seller in writing that Buyer has abandoned Buyer's attempt to complete the purchase thereof.

11. As herein used, the singular number includes the plural and the masculine gender includes the feminine and the neuter.

12. Possession will be given the Buyer hereunder on the date of settlement.

IN WITNESS WHEREOF, each of said parties has signed this agreement.

SAVENHAY STORES, INCORPORATED

By: F. G. Keyhoe
F. G. Keyhoe
Zone Realty Manager
(Buyer's)

Whereas, it has been made known to the parties hereto and their Counsel that the Sellers cannot comply in essence and fact to certain provisions of Paragraphs Three, Four and Five hereof with particular regard to the delivery of a warranty deed at the time provided therein to grant the property herein described without certain restrictions therein provided the Sellers have in consideration of representations made known to them through their Counsel and Counsel for the Buyers executed this agreement and directed it be forwarded to Counsel for the Buyers upon the express condition that if the Sale herein contemplated is not completed or consummated within one year from September 7th, 1955, or on or before September 1st, 1956, then this agreement and any and all prior agreements relating to the subject matter herein contained shall be null and void and of no force and effect and the deposit of Five Hundred Dollars herein mentioned shall be returned to the Buyers, and the Sellers, their heirs and assigns, discharged from any and all further duties and liabilities hereunder.

It being agreed and understood the buyers may in it's discretion demand and accept the property without a legal determination of the force and effect of any deed restrictions as to it's use.

Harry F. Elliott
Harry F. Elliott

Norma Elliott
Norma Elliott

Viola Hall
Viola Hall

Harrell W. Hall
Harrell W. Hall

William L. Elliott
William L. Elliott

Marcia Elliott
Marcia Elliott

Helen Frances Elliott
Helen Frances Elliott

Doris Day Elliott
Doris Day Elliott

Donald L. Elliott
Donald L. Elliott

Mary Elliott
Mary Elliott

Philip Kent Elliott
Philip Kent Elliott

Janet Lou Elliott
Janet Lou Elliott

Loren B. Elliott
Loren B. Elliott

By: Kloster Day Elliott
Mother and Next Friend
Nancy Louise Elliott
Nancy Louise Elliott

Helen Lavonne Rorer

Sam Rorer

by William L. Elliott
Their Attorney in Fact

(Sellers)

Examined by
E. Blawie
Blawie

DORIS DAY ELLIOT, et al	:	No 12416	Equity
	:		
vs	:	In the	
	:		
SAFEWAY STORES, Incorporated	:	Circuit Court	
A Maryland Corporation	:	for	
	:		
and	:	Anne Arundel County	
	:		
LOREN BENJAMIN ELLIOT, Infant	:		
117 Granville Avenue	:		
Annapolis, Maryland	:		

: : : : : : : : :

PETITION FOR APPOINTMENT OF GUARDIAN AND LITEM AND ORDER OF COURT THEREON

To the Honorable, the Judges of said Court:

The petition of Doris Day Elliot respectfully shows:

1.

That your Petitioner has heretofore filed a Bill of Complaint for Ratification of Contract made by and between Doris Day Elliot, et al, and Safeway Stores, Incorporated, a Maryland Corporation, and Loren Benjamin Elliott. That Loren Benjamin Elliott has been duly served.

2.

That your Petitioner desires to advise the Court that she believes Loren Benjamin Elliott to be an infant and being an infant can neither admit nor deny the allegations contained in said bill.

3.

That in accordance with the law in such cases made and provided, your Petitioner requests this Honorable Court to appoint a guardian ad litem to appear and answer for said Loren Benjamin Elliott.

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1957 NOV 25 AM 9:32

Wherefore, your Petitioner prays:

1. That a guardian ad litem may be appointed by this Honorable Court to appear for the said Defendant and answer said Bill of Complaint.
2. And for such other and further relief as her case may require.

And as in duty bound, etc.

George B. Woelfel

 George B. Woelfel
 Solicitor for Petitioner
 9-11 School Street
 Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 15th day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared the Petitioner, Doris Day Elliott, 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 her knowledge and belief.

Witness my hand and seal Notarial.

Mary M. Hoff

 Notary Public



ORDER OF COURT

Upon the foregoing petition and affidavit, it is this 25th day of November, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that George J. Cottrell be, and he is hereby appointed guardian ad litem to answer and defend the suit for the said infant Loren Benjamin Elliott and that Wm. M. Gottsch be appointed counsel for the said guardian ad litem.

Benjamin Richards

 Judge

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 1957 NOV 25 PM 12:20

Doris Day Elliott, et al : No. 12416 Equity
: In the
vs. : Circuit Court
: for
Safeway Stores, Inc. et al : Anne Arundel County
:
: : : : : : : : : : :

ANSWER OF GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

Now comes Lorem Benjamin Elliott, an infant, who, by George Crowley, his guardian ad litem, in answer to the bill of complaint in this Honorable Court exhibited against him, respectfully states:

This Defendant, being an infant, cannot admit any of the matter and things in said bill alleged, and submits his rights thereunder to the protection of this court.

And as in duty bound, etc.

George J. Crowley
George Crowley,
Guardian ad litem

Winson G. Gott, Jr.
Winson G. Gott, Jr.,
Solicitor for infant and
Guardian ad litem
Lee Building,
Annapolis, Md.

Copy of above answer given George B. Woelfel, Solicitor for Plaintiff, this 25th day of November, 1957.

Winson G. Gott, Jr.

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DORIS DAY ELLIOTT, et al	:	IN
Petitioners	:	THE CIRCUIT COURT
vs.	:	FOR
SAFEWAY STORES, INC., et al	:	ANNE ARUNDEL COUNTY
Respondents	:	NO. 12,416 EQUITY

.....

TESTIMONY ON BEHALF OF PETITIONERS

November 25, 1957

Present"

Mr. George B. Woelfel,
 Mr. Marvin I. Anderson) Solicitors for Petitioners

Mr. Winson G. Gott, Jr., Guardain ad litem

Mr. Thomas J. Curley, Solicitor for Safeway Stores,

Mr. Emanuel Klawans, Court Examiner.

Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

T. Carroll Worthington, pages 2 - 6

Doris D. Elliott, pages 7 - 14

Otis Williams, pages 15 - 18

George B. Woelfel, pages 19 - 21

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

(Mr. Woelfel)

1. State your name and address.
A. T. Carroll Worthington, Towns-Worth Building, Annapolis, Maryland.
2. What is your avocation?
A. Realtor.
3. How long have you been engaged in real estate business in Annapolis?
A. Since 1923.
4. You maintain an office?
A. I do.
5. Have you done any appraising of property?
A. I have.
6. You have made numerous sales?
A. I have.
7. Are you familiar with the value of property in Anne Arundel County?
A. I am.
8. Do you know or are you familiar with lots No. 3, 4, 5, and 6, and 11 and 12, Block C, as shown on the plat, revised plat of McGuckian Subdivision?
A. I am. They are the six lots held by the Elliott's, Marsha Elliott, et al.

(Klawans) Are you familiar with the value of the real estate in that vicinity?

A. I am

(Woelfel) Tell us what is the size of those lots?

A. Lots 3, 4, 5, and 6, are 50' x 200' facing West Street.
Lots 11 and 12, are 50' x 200' facing McGuckian Street.

(Klawans) You mean each of those lots are 50' x 200'?

- A. Each of them.
2. Are they contiguous?
- A. They are.
3. What is the combined frontage on West Street and combined depth from West Street?
- A. 3, 4, 5, and 6, would be 200', four 50' lots, and then lots 11 and 12 back up from McGuckian Street to the others, giving them another two hundred feet, makes it 400' behind the two lots.
4. Then the combined lots have a frontage on West Street of 200' with a depth therefrom of 400', is that correct?
- A. That's right.
- (Woelfel) That makes a total/a little less than two acres?
- A. Right.
9. What in your opinion is the fair market value of these six lots?
- A. In my opinion a fair market value is fifty thousand (\$50,000.00) dollars.
- (Klawans) Are there any improvements on them?
- A. There are no improvements.
- (Woelfel) Prior to the time that the restriction was removed on these lots what do you think was the fair market value of it?
- A. About ten thousand (\$10,000.00) dollars.
- (Klawans) That was a restriction against commercial use?
- A. That's right. Residential only.
- (Woelfel) These six lots are now held by the Elliott family of which a 1/10 interest is held by Helen Elliott, and 1/10 interest by Lorraine Rorex and 2/10 interest by Harry Elliott, and 2/10 by Marcia Elliott, and 2/10 interest by Lydia Hall, 1/15 is held by Doris Elliott, widow of Benjamin Elliott, Helen Elliott, Doris Day Elliott,

Donald Elliott, Phillip Elliott, and Loren Benjamin Elliott would each have a 1/30th interest. Do you think that real estate could be divided in kind without material loss or injury?

A. It could not be under the circumstances.

10. Why do you say that?

A. No way that you could divide that property in that many parcels. It wouldn't be any good to anybody, therefore, it should be sold and the money distributed.

11. Now on December the 18th, 1953, all the parties who owned the six lots of ground agreed to pay Otis L. Williams, 10% commission in the event he negotiate a sale of the property for \$50,000.00 which means that they would be getting \$45,000.00 for the six lots clear. On December the 18th, the same day the Elliotts also negotiated a contract to pay unto George Woelfel and Noah Hillman 10% of the \$50,000.00 in the event they could have the twelve lots rezoned so as to remove the restriction preventing business property from being erected there, so deducting that \$5,000.00 leaves \$40,000.00 clear to the Elliotts for six lots of ground. Do you think that \$40,000.00 for the six lots is a fair and reasonable price?

A. I do.

12. Do you think the contracts should be inforced and ratified by the Court?

A. I do so believe.

13. Do you believe it would be for the benefit and advantage of the infant who has a 1/30th interest in the property that the contract be ratified?

A. I do.

14. A strip of ground 10' wide by 200' deep of lot 3 is excepted from this sale. Does that make any difference in your appraisal of the value of the property sold?

A. In my opinion it wouldn't make any difference.

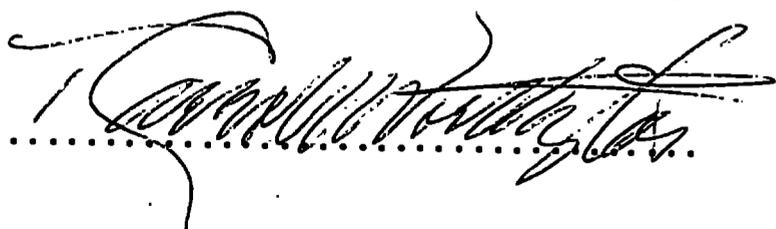
(Cross-examination waived by Mr. Gott)

(Cross-examination waived by Mr. Curley)

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..... 7/0

Signature..... 

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

(Mr. Woelfel)

1. State your name and address.

A. Doris Day Elliott, 117 Granville Avenue.

2. Mrs. Elliott, I hand you a certified copy of a deed dated October the 3rd, 1947 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 435, Folio 99, being a deed from Harry Roy Weakley, et al conveying lots no. 3, 4, 5, 6, in Block C, as shown on the revised plat of McGuckian's Subdivision recorded among the plat records of Anne Arundel County in Plat Book No. 11, page 22, is that deed conveying the property unto Benjamin P. Elliott, Harry F. Elliott and William L. Elliott, Marcia Elliott, and Lydia V. Hall, as joint tenants and not as tenants in common. Do you recognize the names of the grantees?

A. I do,

3. Is this a certified copy of the deed?

A. Yes.

(DEED DATED OCTOBER 3RD, 1947 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

4. I show you deed dated November the 14th, 1947 which is recorded among the land records of Anne Arundel County, in Liber J.H.H. 444, folio 106, being a certified copy of the deed from Martha E. Crandall, widow, which contains lots No. 11 and 12 in Block C, in the aforesaid subdivision to Benjamin P. Elliott, Harry F. Elliott, William L. Elliott, Marcia Elliott, and Lydia V. Elliott in joint tenants and not as tenants in common. Do you recognize the grantees in that deed?

A. Yes.

5. Is this a certified copy of the said deed?

A. Yes.

(CERTIFIED COPY OF DEED DATED NOVEMBER 14th, 1947

FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

6. I show you a deed dated April 12th, 1949 and recorded among the land records of Anne Arundel County in Liber J.H.H. N . 518, folio 192. This a certified copy of the deed from William L. Elliott and Helen F. Elliott, his wife to Louis M. Strauss, Trustee, which conveys all their right, title and interest in Lots 3, 4, 5, 6, 11, and 12 in Block C of McGuckian's subdivision. Do you know Louis M. Strauss?

A. Yes.

7. Did you know the grantors in that deed?

A. Yes.

8. Is this a certified copy of the said deed?

A. Yes.

(CERTIFIED COPY OF DEED DATED APRIL 12th, 1949 FILED

HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

9. Is this a certified copy of the deed from Louis Strauss trustee, back to William L. Elliott, Helen F. Elliott, his wife and undivided 1/2 interest in fee simple as tenants by the entirety between themselves, said estate to be held by them in joint tenants and not as tenants in common with Lorraine Rorex, to whom the other 1/2 undivided interest in fee was conveyed. Is that the deed of which I just spoke?

A. Yes.

(CERTIFIED COPY OF DEED DATED APRIL 12th, 1949 FILED

HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

10. Is William L Elliott living or dead?
A. Dead.
11. When did he die?
A. October 12th, 1956.
12. Whom did he leave surviving him?
A. His wife, Helen, daughter, Lorraine Rorex.
(Klawans) Did he leave any will?
A. I really don't know about that.
(Woelfel) Is Harry Elliott still living?
A. Yes.
13. Is Marcia Elliott still living?
A. Yes.
14. Is Lydia Hall still living?
A. Yes.
15. Is Benjamin Elliott still living?
A. No.
16. State when and where he died?
A. He died in the Anne Arundel General Hospital, April 24th, 1954.
17. Did he leave a last will and testament?
A. He had no will.
18. Who were the heirs who survived Benjamin P. Elliott upon his death?
A. Well, me, Doris D. Elliott, his wife; his son, Phillip K., Donald Leroy, and Nancy Louise, and Loren Benjamin.
19. So that Benjamin P. Elliott left a wife and four children upon his decease?
A. Yes.
20. Are the individual heirs left by Benjamin Elliott adults?
A. All/the one. All of them are adults except Loren Benjamin.

(Klawans) All of them are over 21 except Benjamin?

A. Yes.

2. How old is Benjamin?

A. He is twelve now.

(Woelfel) With whom does he reside?

A. Me, his mother.

21. On January the 25th, 1955, which was after the death of your husband, didn't Harry F. Elliott and Norma Elliott, his wife, William L. Elliott and Helen F. Elliott, his wife, Marcia Elliott, single, and Lydia V. Hall and Harrell W. Hall, her husband, and Lorraine Rorex and Sam Rorex, her husband, convey unto you and the children of Benjamin Elliott, deceased, a 1/5 th undivided interest in and to Lots 3, 4, 5, 6, 11, and 12 in Block C, of McGuckian's subdivision wherein you received a 1/5th interest and each child a 1/30th interest. Is this a certified copy of the said deed?

A. Yes.

(DEED DATED JANUARY 25th, 1955 FILED HEREWITH MARKED
EXAMINER'S EXHIBIT NO. 5)

(Klawans) Benjamin Elliott didn't have any other children who predeceased him, did he?

A. No.

(Woelfel) Have you remarried?

A. No.

22. Has Donald L. Elliott, Benjamin's son, married?

A. Yes.

23. To whom is he married?

A. Mary.

24. Is Phillip K. Elliott, the son of the deceased, Benjamin

Elliott, married?

A. Yes.

25. Who is his wife?

A. Janet Louise.

26. Is Nance Louise Elliott, the daughter of Benjamin Elliott Married?

A. No.

27. On December 18, 1953, a paper purporting to be a contract of sale signed by Frances Helen Elliott, Lydia V. Hall, Harrell W. Hall, her husband, Benjamin P. Elliott and Doris Elliott, his wife. I ask you to look at this paper and tell me whether that is the signature of Benjamin Elliott on line 5 and your signature on line 6?

A. Yes.

(AGREEMENT DATED DECEMBER 18, 1953 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 6)

28. I show you another copy of an agreement dated December the 18th, 1953 purporting to be an agreement executed by William L. Elliott and Frances Helen Elliott, Lydia V. Hall, and Harrell W. Hall, her husband, Benjamin P. Elliott and Doris Elliott, his wife as parties of the first part. and George B. Woelfel and Noah Hillman as parties of the second part and I ask you if the signatures contained on lines 5 and 6 are those of your deceased husband, Benjamin Elliott and/or yourself?

A. Yes.

(AGREEMENT DATED DECEMBER 18, 1953 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 7)

29. On September 7th, 1955, did you as widow sign this contract with the Safeway Stores, Inc., and also sign the name of Loren B. Elliott, infant, born as a result

of your marriage to Benjamin Elliott, the deceased?

A. Yes.

(AGREEMENT DATED SEPTEMBER 7th, 1955 FILED HEREWITH
MARKED EXAMINER'S EXHIBIT NO. 8)

30. Are you familiar with the size of lots involved in this contract?

A. Well, yes. I suppose.

31. Lots 3, 4, 5, and 6 of Block C are the ones facing West Street?

A. Yes.

32. Lots 11 and 12, Block C are the two lots in the rear?

A. Yes.

33. Is that correct that each of the lots have a frontage of 50' with an even depth of 200'?

A. Yes.

34. This contract provides however that 10' off of lot No. 3, that's ten feet frontage, a depth of 200' is not involved in this sale?

A. Yes.

35. So then on West Street there is 190' frontage, an even depth of 200', is that correct?

A. Yes.

36. And the two lots in the rear have a frontage on McGuckian Street of 100' and an even depth of 200'?

A. Yes.

37. Have you any idea what is the fair market value of that property?

A. I guess \$50,000.00.

38. In fact you have already signed to sell the property for \$50,000.00?

A. Yes.

- 39 Do you think that is a fair and just price?
A. Yes.
40. Do you think the property could be divided in kind without material loss or injury between the heirs?
A. No.
41. Are there any improvements on the property?
A. No.
42. Then your reason for saying it can not be divided in kind without material loss or injury is because the size of the lots would be too small to sell?
A. Yes.
43. Do you feel the sale would be to the advantage of the infant, who is your child, to the benefit and the value?
A. Yes.
44. = Do you recommend that the Court ratify the Contract of Sale made in this case?
A. Yes.
45. Have letters of administration been taken out on your husband, Benjamin's estate?
A. Yes.
46. Has that estate been closed?
A. Yes.

(Cross-examination waived by Mr. Gott)

(Cross-examination waived by Mr. Curley)

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.....*Mrs. Maria H. Elliott*.....

50

Otis L. Williams, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.
- A. Otis L. Williams, Investment Building, Washington, D. C.
2. What is your occupation?
- A. Real Estate Broker.
3. How long have you been engaged in the sale of real estate?
- A. About twenty five years.
4. Did you know Benjamin Elliott, William Elliott, Harry Elliott, Marcia Elliott, and Lydia Hall?
- A. I did.
5. On or about December 18th, 1953, as a real estate broker did you have any transaction with those individuals whose names I just mentioned?
- A. I did.
6. Tell the Court what was the nature of your business and what happened?
- A. I entered into Contract with them for the Safeway People to sell a piece of property they owned out on West Street, in Annapolis.
7. Was any consideration to be paid to you for your services, for selling the property?
- A. They agreed to pay me ten percent of the sales price.
8. Is this your signature appearing at the bottom of the agreement that is the agreement marked as examiner's exhibit No. 6?
- A. Yes.

9. After the death of Benjamin Elliott, did you get all of the Elliotts who were the owners of Lots 3, 4, 5, 6, 11, and 12; in Block C to sign an agreement of sale with the Safeway Stores, dated September 7th, 1955?
- A. I did.
10. Is this the agreement marked Plaintiff's exhibit No. 8?
- A. Yes, sir.
11. The Safeway Stores now say they are ready and willing to purchase this property?
- A. That's right.
12. Providing the interest of the infant Loren B. Elliott, is cleared away?
- A. That's right.
13. Have you been engaged in the sale of real estate in Anne Arundel County?
- A. Yes, sir.
14. How long have you been selling real estate in Anne Arundel County?
- A. About twenty two or three years.
15. You developed Selby on the Bay, didn't you?
- A. I did.
16. Are you familiar with the values of real estate in and about Anne Arundel County?
- A. Yes, sir.
17. Are you familiar with the value of these six lots owned by the Elliott's?
- A. I am.
18. Do you think \$50,000.00 is a fair and reasonable price for the sale of those six lots?
- A. I do.

52

19. Do you think that it would be for the benefit and advantage of the infant child that these lots be sold and this contract ratified?
- A/ I do.
20. Do you believe those six lots can be divided in kind among the heirs without material loss or interest?
- A. You couldn't divide them.
21. Why couldn't you divide them?
- A. They would be too small to do anything with if you divided them.
22. You mean by dividing them into small parcels the land would lose its ^{intrinsic} centrifric value?
- A. That's true.
23. You haven't been paid any compensation for your services rendered so far?
- A. No.

(Cross-examination waived by Mr. Gott)

(Cross-examination waived by Mr. Curley)

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..... *Otis F Wilkins*

George B. Woelfel, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Klawans)

1. Give your name and address.

A. George B. Woelfel, 9 School Street, Annapolis, Maryland.

2. Your occupation.

A. I am an attorney at law. I have been at the bar since 1924.

3. What is your connection with this transaction?

A. On or about December 18th, 1953, Mr. Hillman called me to his office and advised me that the Safeway intended to buy ten lots of ground out in McGuckian's subdivision for \$71,000.00. That examination of title disclosed that there were covenants and restrictions in the deeds that prohibited the sale for commercial purposes. Moreover, that the said real estate was zoned residential. He asked if I would go in the case with him to have it rezoned commercial by the Mayor and Alderman of the City of Annapolis and to assist in having the covenants and restriction in the deed declared null and void and unenforceable. At that stage I prepared a contract which all of the heirs and owners of the property executed whereby they agreed to pay to Noah Hillman and myself 10% of the sales price of the property, if the property could be commercialized by the city and if the covenants and restrictions were removed and declared null and void by the Court. That was the agreement filed in these proceedings as Examiner's Exhibit No. 6. The city has rezoned the property.

(Klawans) Wait a minute, you applied for rezoning didn't you?

A. Yes. I applied for the rezoning and as a result of my efforts in the matter the city rezoned the property

commercial. Mr. Hillman was to file the Bill of Complaint in Equity. After a lapse of considerable length of time he met me on the street and asked me when I was going to file the Bill of Complaint and I told him our agreement was that he was to handle that end of the matter, that I concluded mine. He subsequently met me on the street one day and told me that the pressure of business was so strong that he was going to get out of the thing and let me finish it up entirely. Whereupon, we filed, examined the title, and looked up the law relative to the matter. We came to the conclusion after reading the case decided by Judge Sobeloff, Chief Judge, that all the parties who had purchased any of the land in the subdivision with restrictions on the property would have to be made parties. That necessitated/each ^{running} lot down to find out who was the present owner.

(Klawans) Out of about how many lots?

A. Roughly speaking I would say approximately a thousand. Of course a lot of them were commercial that dropped out but you had to look them up and after that I filed the suit through my office which is known as Number 11,759 Equity in which the covenants were declared null and void and unenforceable. I would like to file the said case.

(#11,759 EQUITY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 9)

Mr. Curley, who is my associate, filed the suit because I, as one of the holders of the lots, would had to be made either plaintiff or defendant and I concluded that I would be more serviceable as a defendant than I could as a plaintiff.

(Cross - examination waived by Mr. Gott and Mr. Curley)

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..... *George B. Noel*

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 *27th* day of November, 1957

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E. K. \$10.00

S. M. \$20.00 *5-11*

Doris Day Elliott, et al,	:	No. 12,416	Equity
	:		In the
vs.	:		Circuit Court
	:		for
Safeway Stores, Inc., et al.	:	Anne Arundel County	

: : : : : : : : :

SUBMISSION FOR FINAL DECREE

We, the undersigned, solicitors for complainants, defendant Safeway Stores, Inc., Guardian ad litem for infant defendant, and his solicitor, do hereby submit the proceedings in this cause for such decree as the Court may deem proper to pass hereby waiving the ten day rule for the filing of exceptions to the testimony.

Marvin I. Anderson
Marvin I. Anderson

George B. Woelfel
George B. Woelfel
Solicitors for Complainants

Thomas J. Curley
Thomas J. Curley
Solicitor for Safeway Stores,
Inc.

George J. Crowley
George J. Crowley
Guardian ad litem

Winson G. Gott, Jr.
Winson G. Gott, Jr.,
Solicitor for Guardian ad
litem

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1957 NOV 27 AM 11:26

Doris Day Elliott, et al	:	No. 12,416	Equity
	:		In the
vs.	:		Circuit Court
	:		for
Safeway Stores, Inc., et al.	:		Anne Arundel County

: : : : : : : :

DECREE

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court, and it appearing to the Court that the real estate mentioned in these proceedings cannot be divided in kind without material loss or injury and that the contract for the sale of said property filed in these proceedings appears to be for the interest and advantage of the said infant and of all other persons interested therein

It is thereupon this 27th day of November, in the year 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the contract with Safeway Stores, Inc., a body corporate, dated September 7th, 1955, be, and the same is hereby, ratified and confirmed and that George B. Woelfel and Marvin I. Anderson, be, and they are hereby, appointed trustees, who, upon the receipt of the purchase price of Fifty Thousand (\$50,000.) Dollars by a good and sufficient deed, said deed to be signed, sealed, acknowledged and recorded according to law, which shall convey all the right, title, interest and estate of all parties to this suit or those claiming by, from or under them or any of them in and to Lots Nos. 3, 4, 5, 6, 11 and 12 in ^{McGuckian Subdivision} Block "C" with the exception of a ten foot strip lying on the east side of Lot No. 3, but before the said Trustees shall proceed to act they shall first file with this Court or the clerk thereof, a good and sufficient corporate bond in the penal sum of Fifty Thousand (\$50,000.) Dollars to be approved by this Court or the Clerk thereof, conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the pre-

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1957 NOV 27 PM 3:49

mises; and the said Trustees shall then bring into this Court the money and proceeds arising from the said sale as aforesaid to be distributed according to law under the direction of this Court after the payment of the court costs and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they have appeared to have discharged their trust.

Benjamin Michaels
Judge

DORIS DAY ELLICOTT, et al. *

NO. 12,416 EQUITY

vs. *

IN THE

CIRCUIT COURT

SAFEWAY STORES, INC., et al *

FOR

ANNE ARUNDEL COUNTY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson and George B. Woelfel, of Annapolis, Anne Arundel County, Maryland, as principal 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 Fifty thousand dollars (\$50,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 16th day of December, in the year of our Lord one thousand nine hundred and fifty-seven.

WHEREAS, the above bounden Marvin I. Anderson and George B. Woelfel were appointed Trustees by virtue of a Decree of the Circuit Court of Anne Arundel County, dated November 27, 1957, to make sale of the property mentioned in the proceedings in the case of Doris Day Ellicott, et al., vs. Safeway Stores, Inc., et al., known as No. 12,416 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above Marvin I. Anderson and George B. Woelfel 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

1957 DEC 19 PM 2:40

*Bond Approved this 19th day of Dec. 1957
George T. Cromwell, Clerk*

to be and remain in full force and virtue in law.

Merwin I. Anderson (SEAL)
Merwin I. Anderson

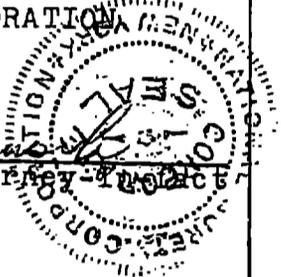
George B. Woelfel (SEAL)
George B. Woelfel

Signed, Sealed and
delivered in the presence
of

Estelle M. Fiedler
Estelle M. Fiedler

NATIONAL SURETY CORPORATION

By: Rose M. Bausch Attorney-in-Fact
Rose M. Bausch Attorney-in-Fact



Dr.

in ac.

Doris Day Elliott, Widow, et al vs. Safeway Stores, Incorporated, et al

To Trustees for Commissions, viz:	1,280	00	1,280	00
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	99	25		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
Jos. C. Deegan - Sheriff's costs	3	15		
George J. Crowley - Guardian ad litem	4	00		
Emanuel Klawans - Examiner's fee	10	00		
Shirley Miller - Stenographer's fee	20	00		
Auditor - stating this account	63	00	222	30
To Trustees for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	6	00		
National Surety Corp. - bond premium	200	00		
T. Carroll Worthington - testimony	50	00		
Otis L. Williams - broker's commission	5,000	00		
Clerk of Court - certified copies of five deeds	13	50		
One-half Federal documentary stamps	55	00		
One-half State documentary stamps	55	00		
Notary fees at settlement	1	00		
Mary M. Hoff - notary fee		50	5,381	00
To Trustees for Expenses Incurred in #11,759 Equity, viz:				
George B. Woelfel and Noah A. Hillman - fee for legal services rendered as per agreement filed in these proceedings	5,000	00		
Clerk of Court - proportionate share of Court costs, as agreed	294	11		
Clerk of Court - certified copies of six deeds	16	50		
T. Carroll Worthington - expert testimony	25	00		
Grant of Annapolis - 77 copies of bill of complaint	42	33		
Grant of Annapolis - prints		74		
Capital-Gazette Press - publishing zoning notice	13	13	5,391	81
To Trustees for Taxes, viz:				
1958 State and County taxes (\$135.79) - twenty days	7	43	7	43
BALANCE FOR DISTRIBUTION - \$37,767.56				
DISTRIBUTION AS SHOWN IN SCHEDULE A				
HERETO ATTACHED	37,767	56	37,767	56
			50,050	10

65

SCHEDULE AD I S T R I B U T I O N

To Marcia A. Elliott - one-fifth	\$ 7,553.51	\$
Less: One-fourth of collateral inheritance tax on one-fifth interest of Benjamin P. Elliott	<u>141.63</u>	7,411.88
To L. Viola Hall - one-fifth	7,553.51	
Less: One-fourth of collateral inheritance tax on one-fifth interest of Benjamin P. Elliott	<u>141.63</u>	7,411.88
To Harry F. Elliott - one-fifth	7,553.51	
Less: One-fourth of collateral inheritance tax on one-fifth interest of Benjamin P. Elliott	<u>141.63</u>	7,411.88
To Helen F. Elliott, Widow of William L. Elliott, deceased - one-tenth	3,776.75	
Less: One-eighth of collateral inheritance tax on one-fifth interest of Benjamin P. Elliott	<u>70.81</u>	3,705.94
To Lorraine Rorex - one-tenth	3,776.76	
Less: One-eighth of collateral inheritance tax on one-fifth interest of Benjamin P. Elliott	<u>70.81</u>	3,705.95
To Doris Day Elliott, widow of Benjamin P. Elliott - one-fifteenth	2,517.84	
To Donald L. Elliott, son of Benjamin P. Elliott - one-thirtieth	1,258.92	
To Philip K. Elliott, son of Benjamin P. Elliott - one-thirtieth	1,258.92	
To Nancy L. Elliott, daughter of Benjamin P. Elliott - one-thirtieth	1,258.92	
To Loren B. Elliott, son of Benjamin P. Elliott - one-thirtieth	<u>1,258.92</u>	7,553.52
To H. Stanley Clark, Register of Wills - total collateral inheritance tax	<u>566.51</u>	<u>566.51</u>
		<u>\$ 37,767.56</u>

George B. Woelfel and Marvin I. Anderson, Trustees

Cr.

with

1958

Jan.

20

Proceeds of Sale

50,000 00

50,000 00

(Contract of Sale dated 9/7/55)

Refund 1957 Annapolis City taxes -

5 months 11 days

50 10

50 10

50,050 10

660

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

Doris Day Elliott,
Widow, et al
VERSUS

Safeway Stores, Incorporated,
et al

No. 12,416 Equity.

ORDERED, This 28 day of February, 1958, 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 April ~~NEXT~~ next; Provided 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 April ~~NEXT~~ next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of April, 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*Benjamin M. ...
Judge*

FILED

1958 APR 10 PM 12:34

~~Judge~~

FILED
MS-T-58-28
A.M. 11:43

67

Evening Capital

LIBER 108 PAGE 473

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. 12,416 Equity

DORIS DAY ELLIOTT, Widow, et al

versus

SAFEWAY STORES, INCORPORATED, et al

Ordered, this 28th day of February, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2nd day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of April next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk M-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1958

We hereby certify, that the annexed

Order Nisi No. 12,416
Auditor account
Doris Day Elliott

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 April, 1958. The first

insertion being made the 1st day of

March, 1958.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 842

1958 APR -9 PM 3:15 D. Tilghman

68

IN THE MATTER OF THE SALE	:	NO. 12,401	EQUITY
OF THE			
MORTGAGED LEASEHOLD PROPERTY	:	IN THE CIRCUIT COURT	
OF		FOR	
LEHIGH CONSTRUCTION COMPANY, INC.	:	ANNE ARUNDEL COUNTY	
a body corporate,			
duly incorporated.	:	IN EQUITY	

MR. GEORGE T. CROMWELL, Clerk

Please docket the above entitled case, and file the accompanying original Mortgage upon the property described therein and situated in Anne Arundel County, State of Maryland, from LEHIGH CONSTRUCTION COMPANY, INC., a body corporate, duly incorporated, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, originally given to secure the repayment of Two Hundred Eighty-Eight Thousand and 00/100 (\$288,000.00) Dollars, dated December 12, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 987, folio 332, and marked "ATTORNEY'S EXHIBIT NO. 1", and on which Mortgage the principal sum of \$7,200.00, plus unpaid interest and other charges and expenses, is now due and payable.

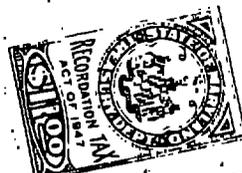
This suit is filed for the purpose of foreclosing the lien of the aforementioned Mortgage against one lot of ground known and designated as Lot Numbered One Hundred thirty-seven (137), situated on the southwest side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351, and is now of record among the Land Records of Anne Arundel County, in Plat Book No. 26, folio 35, etc., said lot being ninthly (9thly) described in said Mortgage; all of the other lots therein described having been heretofore released and discharged from the legal operation and effect of said Mortgage.


 (William F. Podlich)
 Attorney named in Mortgage

November 5th, 1957

FILED

1957 NOV -6 AM 10:14



LIBER 108 PAGE 475

Form No. 2 — CITY OR COUNTY (FEE OR LEASEHOLD) CONSTRUCTION

"ATTORNEY'S EXHIBIT NO. 1"

This Mortgage, made this 12th day of December, 1955

No. 12, 401 Equity III

the year one thousand nine hundred fifty-five, between LEHIGH CONSTRUCTION COMPANY, INC., a body corporate, duly incorporated under the Laws of the State of Maryland,

Mortgagor(s) and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated under the Laws of the United States of America, Mortgagee.

WHEREAS, the said Mortgagor(s) stand(s) bona fide indebted unto the Mortgagee, in the full and just sum of Two Hundred Eighty-eight Thousand and 00/100 (\$288,000.00) Dollars, being cash money this day loaned and advanced by the latter to the former, which said principal sum of money, as well as the interest to accrue thereon, the said Mortgagor(s) hereby covenant(s) and agree(s) to repay, in lawful money of the United States of America unto the said Mortgagee, in the following manner:

BY THE PAYMENT of One Thousand Seven Hundred Forty-five and 30/100 (\$1,745.30) on or before the -20th- day of each and every month, beginning on the -20th- day of the month immediately succeeding the date of the completion of the improvements hereinafter referred to, but in no event later than November 20th, 1956, said monthly payments to continue until the whole of said principal sum and interest thereon, at the rate of four (4%) per cent per annum, shall be paid, which interest shall be computed by the calendar month; paying in the meanwhile, in monthly installments, during the course of the construction of said improvements, interest at the rate of four (4%) per cent per annum, (computed by the calendar month) upon the said indebtedness.

THE INSTALLMENT PAYMENTS which shall begin when the construction of said improvements are completed, and in no event later than November 20th, 1956, may be applied by the Mortgagee in the following manner:

- 1. To the payment of interest at the rate of four (4%) per cent per annum.
2. Toward the payment of the aforesaid principal sum.

WHEREAS, the said Mortgagor(s) hereby covenant(s) and agree(s) with the said Mortgagee to expend not less than the said sum of Two Hundred Eighty-eight Thousand and 00/100 (\$288,000.00) Dollars, in the completion of the construction of thirty-two (32) brick dwelling houses

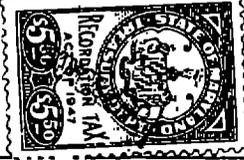
upon the fee simple parcel(s) of land and premises hereinafter described, within twelve (12) months from the date hereof, in strict accordance with certain plans and specifications which have been submitted to and approved by the Mortgagee; it being understood and agreed that failure to complete the improvements as aforesaid within the time hereinbefore specified, shall constitute a default hereunder, and the whole debt and sum of money hereby secured, together with all interest that may accrue thereon shall become immediately due and payable, and upon failure to make payment of same on demand, the said Mortgagee, its successors and assigns, shall become immediately entitled to foreclose this mortgage and sell the property hereinafter described, together with the improvements thereon in accordance with the provision for foreclosure hereinafter set out, and

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



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

1957 NOV -6 AM 10:14



NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said LEHIGH CONSTRUCTION COMPANY, INC., do(th) hereby grant, convey and assign unto the said Aurora Federal Savings and Loan Association, its successors and assigns, all those thirty-two (32) lot(s) of ground situate, lying and being in Third Election District of Anne Arundel County, in the State of Maryland, and described

as follows:

FIRST PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Forty-one (141), situated on the south side of King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

SECOND PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Forty-two (142), situated on the south side of King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

THIRD PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Forty-three (143), situated on the south side of King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

FOURTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Forty-four (144), situated on the south side of King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

FIFTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Thirty-three (133), situated on the south side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

SIXTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Thirty-four (134), situated on the south side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

SEVENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Thirty-five (135), situated on the south side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

EIGHTH PARCEL:

LIBER 987 PAGE 334

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Thirty-six (136), situated on the southwest side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

LIBER 108 PAGE 477

NINTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Thirty-seven (137), situated on the southwest side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Thirty-eight (138), situated on the southwest side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

ELEVENTH PARCEL:

All that lot of ground and premises known and designated as Lot Numbered One Hundred Thirty-nine (139), situated on the southwest side of Montgomery Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWELFTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Forty (140), situated at the southwest intersection of Montgomery Drive and King George Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

THIRTEENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Thirty-two (132), situated at the southwest intersection of Montgomery Drive and Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

FOURTEENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Fifty-seven (157), situated on the north side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

FIFTEENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Fifty-eight (158), situated on the north side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is

now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

SIXTEENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Fifty-nine (159), situated on the north side of Crawford Drive; as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

SEVENTEENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty (160), situated on the north side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

EIGHTEENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty-one (161), situated at the northwest side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is numbered 1351 by the Record Office of Anne Arundel County, and now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

NINETEENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty-two (162), situated at the northwest side of Crawford Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWENTIETH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Sixty-three (163), situated at the northeast intersection of Crawford Drive and Cathedral Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWENTY-FIRST PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Forty-five (145), situated at the southwest intersection of King George Drive and Cathedral Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWENTY-SECOND PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Forty-six (146), situated on the east side of Cathedral Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWENTY-THIRD PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Forty-seven (147), situated at the northeast side of

987 Pgs 336

Cathedral Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

LIBER 108 PAGE 479

TWENTY-FOURTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Forty-eight (148), situated on the northeast side of Cathedral Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWENTY-FIFTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Forty-nine (149), situated at the northwest intersection of Cathedral Drive and Cathedral Place, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWENTY-SIXTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Fifty-five (155), situated at the northeast intersection of Cathedral Drive and Cathedral Place, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWENTY-SEVENTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Fifty-six (156), situated on the northeast side of Cathedral Drive, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWENTY-EIGHTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Fifty (150), situated on the northwest side of Cathedral Place, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

TWENTY-NINTH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Fifty-one (151), situated on the northernmost side of Cathedral Place, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

THIRTIETH PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Fifty-two (152), situated on the northeast side of Cathedral Place, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

THIRTY-FIRST PARCEL:

LIBER 987 PAGE 337

LIBER 108 PAGE 480

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Fifty-three (153), situated on the east side of Cathedral Place, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

THIRTY-SECOND PARCEL:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Fifty-four (154), situated on the southeast side of Cathedral Place, as shown upon the Plat of Section 5 of LEHIGH, which Plat is Numbered 1351 by the Record Office of Anne Arundel County, and is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 35.

BEING AND INTENDED TO BE the lots of ground and premises which are 25thly, 26thly, 27thly, 28thly, 29thly, 30thly, 31stly, 32ndly, 33rdly, 34thly, 35thly, 36thly, 37thly, 38thly, 39thly, 40thly, 41stly, 42ndly, 43rdly, 44thly, 45thly, 46thly, 47thly, 48thly, 49thly, 50thly, 51stly, 52ndly, 53rdly, 54thly, 55thly and 56thly described in a Deed dated the 12th day of December, 1955, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from Glen Oak Corporation unto the Mortgagor herein.

IT IS HEREBY COVENANTED AND AGREED by and between the parties to this Mortgage, that no construction work will be started upon any of the dwelling houses contemplated by this instrument, unless and until a building permit for each of said structures shall be issued by the appropriate Municipal agency in Anne Arundel County, and upon the further understanding that, before said construction work is started, a photostatic copy thereof will be delivered to Aurora Federal Savings and Loan Association.

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

LIBER 108 PAGE 481

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever ~~and to the said mortgagee, its successors and assigns, in fee simple, forever~~

REC-3074 286 1011

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

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

- I. To repay the indebtedness, together with interest, as herein provided.
- II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.
- III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.
- IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.
- V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.
- VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the 20th day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.
- VII. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- VIII. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.
- IX. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for twenty days or after default in the performance of any of the foregoing covenants for twenty days.
- X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of **One Thousand (\$1,000.00)** dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of **One Thousand (\$1,000.00)** 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(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

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

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

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

WITNESS the corporate seal of said Mortgagor and the signature of MORTON M. LAPIDES, its President.

TEST: Elsie Curtis

LEHIGH CONSTRUCTION COMPANY, INC.,
By Morton M. Lapides
(Morton M. Lapides, President)



ELSIE CURTIS

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 12th day of December, in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared MORTON M. LAPIDES, President of LEHIGH CONSTRUCTION COMPANY, INC., a body corporate, as such President, the mortgagor(s), named in the foregoing mortgage and he, ~~she~~ acknowledged said mortgage to be ~~his~~ the act of said body corporate.

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

As witness my hand and Notarial Seal.

Elsie Curtis

Notary Public.

My commission expires on May 6, 1957.

ELSIE CURTIS
Rec'd for record Dec 13 1955, at 3:10 P.M.

Per George T. Cromwell, Clerk.

Mailed to Podlich - Podlich

(14) J

MORTGAGE

FROM

LEHIGH CONSTRUCTION COMPANY, INC.

TO

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION

Block No.

Received for record 13 Dec

19 55 at 3:10 o'clock A. M.

Same day recorded in Liber GT

No. 987 folio 332 &c. one of

the Land Records of

ATA and examined per

GEORGE T. CROMWELL, Clerk

Cost of Record \$ 15.75

WILLIAM F. PODLICH

ROBERT F. PODLICH

Attorneys at Law

301 BALTIMORE LIFE BLDG.

Charles Street at Saratoga
BALTIMORE (1) MD.

Property:
32 Lots - Nos. 132 to 163, inclusive,
Section 5 - LEHIGH -

Description Approved: [Signature]

Execution Approved: [Signature]

IN THE MATTER OF THE SALE

NO. 12401 EQUITY

OF THE

IN THE

MORTGAGED LEASEHOLD PROPERTY

CIRCUIT COURT OF

OF

ANNE ARUNDEL COUNTY

LEHIGH CONSTRUCTION COMPANY, INC.,
a body corporate

DOCKET 17 - FOLIO 168

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, a body corporate, under the Mortgage filed in these proceedings, from the aforesaid LEHIGH CONSTRUCTION COMPANY, INC., to said body corporate, dated December 12, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 987 Folio 332:

Original Loan	-	\$ 288,000.00
Amount Repaid	-	280,800.00
Loan Balance	\$	7,200.00
Interest 12/1/56 to 12/10/57		374.63
Expense Account Deficit		100.80
	\$	7,675.43

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Dwight F. Brunk
(Dwight F. Brunk), Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this _____ day of December, 1957, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, Vice President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the Plaintiff in the above entitled cause, and made oath that the foregoing is a true and just statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.



Elsie Curtis
Notary Public

ELSIE CURTIS

FILED

1957 DEC -7 AM 9:22

LD

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY STATE OF MARYLAND

9 PAGE 185 LIBER

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD PROPERTY OF LEHIGHS CONSTRUCTION COMPANY, INC a body corporate

No. 12,401 Equity

NO. 12401 EQUITY LIBER 108 PAGE 484 Docket 17 - Folio 168

BOND OF Attorney To SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Meyerhoff Building, Baltimore 1, Maryland

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand and 00/100 Dollars (\$ 8,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of December, in the year of our Lord, nineteen hundred and fifty seven.

WHEREAS, the above bounden William F. Podlich

from Lehigh Construction Company, Inc. Savings and Loan Association 12th day of December Records of Anne Arundel County No. 987 Folio 332 by virtue of the power contained in a mortgage to Aurora Federal bearing date the 19 55 and recorded among the Land in Liber G.T.C.

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William F. Podlich

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

Signed, sealed and delivered

in the presence of

Elsie Curtis

ELSIE CURTIS

William F. Podlich (SEAL) William F. Podlich

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth Attorney in fact.

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Approved this 7 Dec, 1957 George T. Cromwell, Clerk

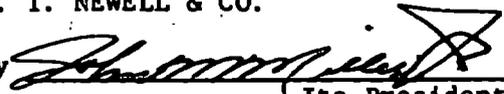
IN THE MATTER OF THE SALE : NO. 12,401 - EQUITY
 OF THE : IN THE
 MORTGAGED REAL ESTATE OF : CIRCUIT COURT FOR
 LEHIGH CONSTRUCTION COMPANY, INC. : ANNE ARUNDEL COUNTY
 : DOCKET 17 - FOLIO 168

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 10th day of December, 1957, the undersigned Auctioneer did sell the leasehold property known as No. 1212 Montgomery Drive (being Lot No. 137, on the Plat of Section 5 of LEHIGH, in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE), unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION at and for the sum of FIVE THOUSAND and no/100 (\$5,000.00) ----- Dollars, said purchaser being at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of said Sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said Sale was fairly made.

E. T. NEWELL & CO.

By 

Its President
Auctioneer

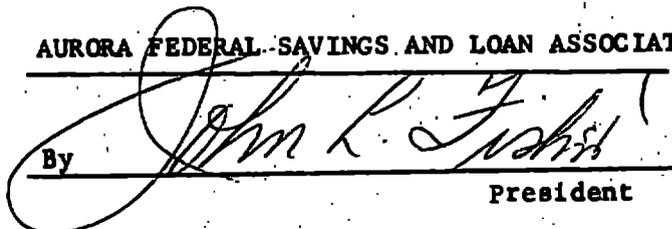
CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did on the 10th day of December, 1957, purchase the leasehold property described in the foregoing "CERTIFICATE OF AUCTIONEER" from WILLIAM F. PODLICH, Attorney Named in Mortgage, at and for the sum of Five Thousand and no/100 (\$5,000.00) ----- Dollars, of which the sum of Five Hundred and 00/100 (\$500.00) Dollars was paid on account to said Attorney; and the undersigned hereby agree to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

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1957 DEC 17 AM 9:47

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By 

President

OF THE
MORTGAGED LEASEHOLD PROPERTY
OF
LEHIGH CONSTRUCTION COMPANY, INC.

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
DOCKET 17 FOLIO 168

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1 - That under and by virtue of the power contained in a Mortgage from LEHIGH CONSTRUCTION COMPANY, INC. to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated December 12, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 987 Folio 332, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney Named in said Mortgage, after having given due notice of the time, place, manner and terms of sale by Advertisement in THE MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County, did, on Tuesday, December 10th, 1957, at 2:30 o'clock P.M., at the said mortgaged premises, offer the Leasehold property known as No. 1212 Montgomery Drive (being Lot No. 137, as shown on the Plat of Section 5 of LEHIGH) and ninthly described in said Mortgage, for sale by Public Auction; and the said William F. Podlich, Attorney as aforesaid, then and there sold the Leasehold interest in and to the said property unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, at and for the sum of Five Thousand and 00/100 (\$5,000.00) Dollars, it being, at that figure, the highest bidder therefor, the said property so sold, being more particularly described in a copy of the Advertisement of Sale, which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report.

2 - And the said Attorney further reports that he had received from the Purchasers, the deposit of Five Hundred (\$500.00) Dollars, required by the terms of said sale, and has also obtained the written agreement of the purchaser

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to comply with the other of said terms, same being as set out in said Advertisement annexed hereto.

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

4 - Said Attorney files herewith a Certificate of the Auctioneer who conducted said sale, and a Certificate of the purchaser of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

William F. Podlich

(William F. Podlich)
Attorney Named In Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in the aforementioned Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the Sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.



Elsie Curtis

Notary Public
ELSIE CURTIS

ORDER NISI

LIBER 108 PAGE 488

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD PROPERTY OF

~~XXXXXX~~

LEHIGH CONSTRUCTION COMPANY, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,401 Equity

Ordered, this 17th day of December, 1957, That the sale of the Property in these proceedings mentioned, made and reported by William F. Podlich, Attorney Named in the Mortgage, ~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of January next.

The report states that the amount of sale ~~was~~ was \$5,000.00

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George T. Cromwell Clerk

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED LEASEHOLD PROPERTY OF LEHIGH CONSTRUCTION COMPANY, INC. ~~XXXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of January, 1958, that the sale made and reported by the ~~Trustee~~ Attorney *Podlich* aforesaid, be and the same ~~is~~ *is* hereby ~~Ratified~~ *Finally* and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ *Attorney* allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Nicholson Judge

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1958 JAN 21 PM 3:25

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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. 12,401 Equity

In the Matter of the Sale of the Mortgaged Leasehold Property of LEHIGH CONSTRUCTION COMPANY, INC.

Ordered, this 17th day of December, 1957, That the sale of the Property in these proceedings mentioned, made and reported by William F. Podlich, Attorney Named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of January next.

The report states that the amount of sale was \$5,000.00. GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk J-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1958

We hereby certify that the annexed

Order Nisi Sale

Eq. 12, 401

Lehigh Construction Company, Inc.

\$5,000.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 20th

day of January, 1958. The first

insertion being made the 19th day of

December, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 14935 1958 JAN -9 PM 1:07 By H. Tilghman

16

Dr.

In the Matter of the Sale of the Mortgaged Leasehold Property of
Lehigh Construction Company, Inc., a body corporate in ac.

To Attorney for Fee, as agreed, viz:	35 00	
To Attorney for Commissions, viz:	181 35	216 35
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's Appearance Fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account and two copies	22 50	60 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	53 76	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
U.S. Fidelity & Guaranty Co. -bond premium	32 00	
E.T. Newell & Co., Inc. -auctioneer's fee	25 00	
One-half Federal documentary stamps	2 75	
One-half State documentary stamps	2 75	
Elsie Curtis - notary fees	1 00	131 26
To Attorney for Taxes, viz:		
1957 State and County taxes (\$158.90) - adjusted - 11 months 10 days	150 07	150 07
To Attorney for Benefit Charges, viz:		
1957 water and sewer benefit charges (\$36.29) - 11 months 10 days	34 27	34 27
To Attorney for Ground Rent, viz:		
Semi-annual ground rent due 12/21/57 (\$54.00) - 5 months 19 days	50 70	50 70
To Aurora Federal Savings & Loan Ass'n, mortgagor - this balance on account mortgage claim	4,401 85	4,401 85
		5,045 00
Amount of mortgage claim filed	7,675 43	
Cr. Amount allowed above	4,401 85	
Balance subject to decree in personam	3,273 58	

with

William F. Podlich, Attorney named in Mortgage

Cr.

1957

Dec. 10

Proceeds of Sale

5,000 00

Interest on deferred payment of
\$4,500.00 to 2/10/58 - 2 months

45 00

5,045 00

5,045 00

ORDER NISI

In the Matter of the Sale of the
Mortgaged Leasehold Property
of ~~VENUS~~
Lehigh Construction Company, Inc.,
a body corporate

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,401 Equity.

ORDERED, This 25 day of February, 1958, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7
day of April ~~XXXX~~ next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
7 day of ~~XXXX~~ April next.

FILED

1958 FEB 25 PM 2:45

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of April, 1958, 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.

FILED

1958 APR -8 PM 3:18

Benjamin M. ...
JUDGE

20

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. 12,401 Equity

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

LEHIGH CONSTRUCTION COMPANY, INC., a body corporate Ordered, this 25th day of February, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of April next.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1958

We hereby certify, that the annexed

Order Nisi, No. 12,401
Auditor account
Lehigh Construction Company

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 7th

day of April, 1958. The first

insertion being made the 6th day of

March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

FILED

No. M. C. 848
1958 APR -5 AM 10:47

21

IN THE MATTER OF THE SALE	:	NO. 12,430	EQUITY
	:		
OF THE	:	IN THE CIRCUIT COURT	
	:	FOR	
MORTGAGED LEASEHOLD PROPERTY	:	ANNE ARUNDEL COUNTY	
	:		
OF	:	IN EQUITY	
	:		
LEHIGH CONSTRUCTION COMPANY, INC.	:		
a body corporate,	:		
duly incorporated	:		

MR. GEORGE T. CROMWELL, Clerk:

Please docket the above entitled case, and file the accompanying original Mortgage upon the property described therein and situated in Anne Arundel County, State of Maryland, from LEHIGH CONSTRUCTION COMPANY, INC., a body corporate, duly incorporated, to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, originally given to secure the repayment of One Hundred Eighty-Nine Thousand and 00/100 (\$189,000.00) Dollars, dated March 6th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1007, folio 114, and marked "ATTORNEY'S EXHIBIT NO. 1", and on which Mortgage the principal sum of \$7,200.00, plus unpaid interest and other charges and expenses, is now due and payable.

This suit is filed for the purpose of foreclosing the lien of the aforementioned Mortgage against one lot of ground known and designated as Lot Numbered One Hundred Eighty-Three (183), situated on the southernmost side of Cathedral Drive, as shown upon the Plat of Section 4 of Lehigh, which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, folio 39, etc., said lot being secondly described in said Mortgage; all of the other lots therein described having heretofore been released and discharged from the legal operation and effect of said Mortgage.


 (William F. Podlich) Attorney named in
 Mortgage.

November 5, 1957

FILED
 1957 NOV -6 AM 10:14

Form No. 2 - CITY OR COUNTY (FEE OR LEASEHOLD) CONSTRUCTION

"ATTORNEY'S EXHIBIT NO. 1"

No. 12,400 Equity

This Mortgage, made this 6th day of March in

the year one thousand nine hundred fifty-six, between

LEHIGH CONSTRUCTION COMPANY, INC., a body corporate, duly incorporated under the Laws of the State of Maryland - - - - -

Mortgagor(s) and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated under the Laws of the United States of America, Mortgagee.

WHEREAS, the said Mortgagor(s) stand(s) bona fide indebted unto the Mortgagee, in the full and just sum of ONE HUNDRED EIGHTY-NINE THOUSAND and no/100 (\$189,000.00) - - - - - Dollars,

being cash money this day loaned and advanced by the latter to the former, which said principal sum of money, as well as the interest to accrue thereon, the said Mortgagor(s) hereby covenant(s) and agree(s) to repay, in lawful money of the United States of America unto the said Mortgagee, in the following manner:

BY THE PAYMENT of ONE THOUSAND ONE HUNDRED FORTY-FIVE and 35/100 / (\$1,145.35) Dollars,

on or before the twentieth day of each and every month, beginning on the twentieth day of the month immediately succeeding the date of the completion of the improvements hereinafter referred to, but in no event later

than February 20th, 1957, said monthly payments to continue until the whole of said principal sum and interest thereon, at the rate of four (4%) per cent per annum, shall be paid, which

interest shall be computed by the calendar month; paying in the meanwhile, in monthly installments, during the course of the construction of said improvements, interest at the rate of four (4%) - - - - -

per cent per annum, (computed by the calendar month) upon the said indebtedness.

THE INSTALLMENT PAYMENTS which shall begin when the construction of said improvements are completed, and in no event later than February 20th, 1957, may be applied by the Mortgagee in the following manner:

1. To the payment of interest at the rate of - four (4%) - per cent per annum.
2. Toward the payment of the aforesaid principal sum.

WHEREAS, the said Mortgagor(s) hereby covenant(s) and agree(s) with the said Mortgagee to expend not less than the said sum of ONE HUNDRED EIGHTY-NINE THOUSAND (\$189,000.00) - - - - - Dollars,

in the completion of the construction of twenty-one masonry dwelling houses - - - - -

upon the - 21 - parcel(s) of land and premises hereinafter described, within twelve (12) months

from the date hereof, in strict accordance with certain plans and specifications which have been submitted to and approved by the Mortgagee; it being understood and agreed that failure to complete the improvements as aforesaid within the time hereinbefore specified, shall constitute a default hereunder, and the whole debt and sum of money hereby secured, together with all interest that may accrue thereon shall become immediately due and payable, and upon failure to make payment of same on demand, the said Mortgagee, its successors and assigns, shall become immediately entitled to foreclose this mortgage and sell the property hereinafter described, together with the improvements thereon in accordance with the provision for foreclosure hereinafter set out, and

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

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

FILED

1957 NOV - 6 AM 10:14

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said LEHIGH CONSTRUCTION COMPANY, INC. - - - - - do(th) hereby grant, convey and assign unto the said Aurora Federal Savings and Loan Association, its successors and assigns, all those twenty-one - - - - - lot(s) of ground situate, lying and being in the Third Election District of Anne Arundel County, - - - - - in the State of Maryland, and described - - - - - as follows:

FIRST PARCEL

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Eighty-two (182), fronting on the southernmost side of Cathedral Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

SECOND PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Eighty-three (183), fronting on the southernmost side of Cathedral Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

THIRD PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Eighty-four (184), fronting on the southernmost side of Cathedral Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

FOURTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Eighty-five (185), fronting on the southernmost side of Cathedral Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

FIFTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Eighty-six (186), fronting on the southernmost side of Cathedral Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

SIXTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Eighty-eight (188), fronting on the southernmost side of Cathedral Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

SEVENTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Ninety-four (194), fronting on the northwesternmost side of St. James Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

EIGHTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Ninety-five (195), fronting on the northwesternmost side of St. James Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

NINTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Ninety-six (196), fronting on the southernmost side of St. James Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

TENTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Ninety-seven (197), fronting on the southernmost side of St. James Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

ELEVENTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Ninety-eight (198), fronting on the southernmost side of St. James Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

TWELFTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered One Hundred Ninety-nine (199), fronting on the southernmost side of St. James Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

THIRTEENTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered Two Hundred (200), fronting on the southernmost side of St. James Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

FOURTEENTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered Two Hundred One (201), fronting on the southernmost side of St. James Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

FIFTEENTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered Two Hundred Two (202), fronting on the southernmost side of St. James Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

SIXTEENTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered Two Hundred Four (204), fronting on the northernmost side of St. James Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

SEVENTEENTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered Two Hundred Five (205), fronting on the northernmost side of St. James Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

EIGHTEENTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered Two Hundred Six (206), fronting on the westernmost side of Nottingham Drive and on the northernmost side of St. James Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

NINETEENTH PARCEL

All that lot of ground and premises known and designated as Lot Numbered Two Hundred Seven (207), fronting on the easternmost side of Nottingham Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

TWENTIETH PARCEL

All that lot of ground and premises known and designated as Lot Numbered Two Hundred Eight (208), fronting on the northernmost side of St. James Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

TWENTY-FIRST PARCEL

All that lot of ground and premises known and designated as Lot Numbered Two Hundred Nine (209), fronting on the northernmost side of St. James Drive, as shown on the Plat of Section Four (4) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 39.

BEING THE SAME twenty-one (21) parcels of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from GLEN OAK CORPORATION unto LEHIGH CONSTRUCTION COMPANY, INC.



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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, forever ~~during the residue of the term of years yet to come and to come and to come and to come, with the right and benefit of removal of said term forever, subject to the payment of the yearly rent of x~~

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

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

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

II. To pay a "late charge", not to exceed four per cent. (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

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

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

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

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

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of - - - \$2,500.00 - - - - - dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns, or William F. Podlich, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of - \$2,500.00 - 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(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

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

5

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

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

IN TESTIMONY WHEREOF, WITNESS the corporate seal of said LEHIGH CONSTRUCTION COMPANY, INC., and the signature of H. Warren Crawford, its Vice-President.

TEST:

Elsie Curtis
Elsie Curtis

LEHIGH CONSTRUCTION COMPANY, INC.

By H. Warren Crawford
H. Warren Crawford

Vice-President



STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 6th day of March, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared H. WARREN CRAWFORD, Vice-President of LEHIGH CONSTRUCTION COMPANY, INC. a body corporate, the mortgagor(s), named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act as such Vice-President, acknowledged the foregoing mortgage to be the act of said body corporate. At the same time also appeared, - JOHN L. FISHER - President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Elsie Curtis

Notary Public.

Elsie Curtis

My commission expires on May 6, 1957.

Rec'd for record: Mar. 9, 1956, at 11:30 A.M.
Mailed to Podlich + Podlich

MORTGAGE

FROM

Property: & 188
Lots Nos. 182-186, ind. Cathedral Dr.
Lots Nos. 194-202, inc. 204, 05, 08, 09 St. James Dr.
Lots Nos. 206-07 Nottingham Drive, Sect. 4, LEHIGH

Description Approved:

LEHIGH CONSTRUCTION COMPANY, INC.

TO

AURORA FEDERAL SAVINGS AND
LOAN ASSOCIATION

Execution Approved:

Block No.

Received for record 9 MARCH

19 56 at 1130 o'clock A. M.

Same day recorded in Liber 672

No. 1007 folio 114 &c. one of

the Land Records of AA Co and examined per

GEORGE T. CROMWELL Clerk

Cost of Record \$ 12.75

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



(2) F

li/sec

AWB

IN THE MATTER OF THE SALE : NO. 12,400 EQUITY
 OF THE :
 MORTGAGED LEASEHOLD PROPERTY : IN THE
 OF : CIRCUIT COURT OF
 LEHIGH CONSTRUCTION COMPANY, INC. : ANNE ARUNDEL COUNTY.
 a body corporate. : Docket 17, Folio 167.

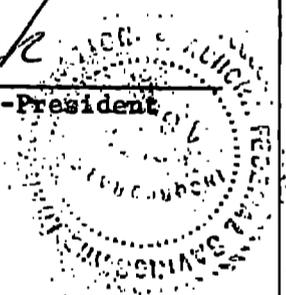
STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Aurora Federal Savings and Loan Association, a body corporate, under the Mortgage filed in these proceedings, from the aforesaid LEHIGH CONSTRUCTION COMPANY, INC., to said body corporate, dated March 6, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1007, folio 114.

Original Loan	\$189,000.00
Amount repaid	<u>181,800.00</u>
Loan Balance	7,200.00
Interest 12/1/56 to 12/10/57	347.21
Expense Acct. Deficit	<u>131.40</u>
	\$7,678.61

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Dwight F. Brunk
 (Dwight F. Brunk) Vice-President



STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 5th day of December, 1957, before me the subscriber, a Notary Public of the State and City aforesaid, personally appeared DWIGHT F. BRUNK, Vice-President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, the Plaintiff in the above entitled cause, and made oath that the foregoing is a true and just statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Elsie Curtis
 Elsie Curtis - Notary Public



FILED

1957 DEC 10 AM 9:19

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
STATE OF MARYLAND

No. 12,400 Equity

9 PAGE 186
LIBER

IN THE MATTER OF THE SALE
OF THE
MORTGAGED LEASEHOLD PROPERTY
OF
LEHIGH CONSTRUCTION COMPANY, INC
a body corporate

No. 12,400 EQUITY LIBER 108 PAGE 502
Docket 17, Folio 167

BOND OF Attorney
To SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich,
Meyerhoff Building, Baltimore 1, Maryland

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the
laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the
full and just sum of Eight Thousand and 00/100 - - - - -
Dollars (\$ 8,000.00), to be paid to the said State or its certain Attorney, to which payment well
and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors,
administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of December , in the year of
our Lord, nineteen hundred and fifty seven.

WHEREAS, the above bounden William F. Podlich

from Lehigh Construction Company, Inc. by virtue of the power contained in a mortgage
Savings and Loan Association to Aurora Federal
6th day of March , 1956 bearing date the
Records of Anne Arundel County and recorded among the Land
No. 1007 Folio 114 and in Liber G.T.C.

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden
William F. Podlich

do and shall well and truly and faithfully perform the trust reposed in him under the mort-
gage 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 obli-
gation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Elsie Curtis

ELSIE CURTIS

William F. Podlich (SEAL)
William F. Podlich

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Robert S. Noth*
Robert S. Noth
Attorney in fact

FILED

1957 DEC 10 AM 9:19

Bond approved this 10th day of December, 1957.
George T. Cromwell, Clerk

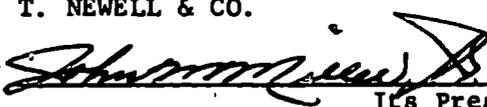
IN THE MATTER OF THE SALE : NO. 12,400 - EQUITY
 OF THE : IN THE
 MORTGAGED REAL ESTATE OF : CIRCUIT COURT FOR
 LEHIGH CONSTRUCTION COMPANY, INC. : ANNE ARUNDEL COUNTY
 : DOCKET 17 - FOLIO 167

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 10th day of December, 1957, the undersigned Auctioneer did sell the leasehold property known as No. 1214 Cathedral Drive (being Lot No. 183, on the Plat of Section 5 of LEHIGH, in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE), unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION at and for the sum of SEVEN THOUSAND TWO HUNDRED and no/100 (\$7,200.00) Dollars, said purchaser being at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of said Sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said Sale was fairly made.

E. T. NEWELL & CO.

By 

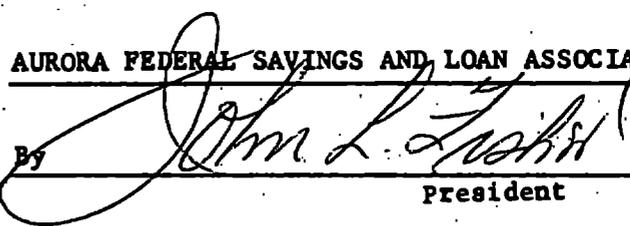
Its President
Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did on the 10th day of December, 1957, purchase the leasehold property described in the afore-going "CERTIFICATE OF AUCTIONEER" from WILLIAM F. PODLICH, Attorney Named in Mortgage, at and for the sum of SEVEN THOUSAND TWO HUNDRED (\$7,200.00) Dollars, of which the sum of Five Hundred and 00/100 (\$500.00) Dollars was paid on account to said Attorney; and the undersigned hereby agree to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

9
 FILED
 1957 DEC 14 AM 9:12

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By 

President

IN THE MATTER OF THE SALE
OF THE
MORTGAGED LEASEHOLD PROPERTY
OF
LEHIGH CONSTRUCTION COMPANY, INC.

NO. 12,400 - EQUITY
IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
DOCKET 17-FOLIO 167

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1 - That under and by virtue of the power contained in a Mortgage from LEHIGH CONSTRUCTION COMPANY, INC. to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated March 6, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1007 Folio 114, etc., to make sale of the property therein described in case of default, and default having occurred thereunder, the said William F. Podlich, Attorney Named in said Mortgage, after having given due notice of the time, place, manner and terms of sale by Advertisement in THE MARYLAND GAZETTE, a newspaper printed and published in Anne Arundel County, did, on Tuesday, December 10th, 1957, at 2:45 o'clock P.M., at the said mortgaged premises, offer the Leasehold property known as No. 1214 Cathedral Drive (being Lot No. 183, as shown on the Plat of Section 4 of LEHIGH) and secondly described in said Mortgage, for sale by Public Auction; and the said William F. Podlich, Attorney as aforesaid, then and there sold the Leasehold interest in and to the said property unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, at and for the sum of Seven Thousand Two Hundred and 00/100 (\$7,200.00) Dollars, it being, at that figure, the highest bidder therefor, the said property so sold being more particularly described in a copy of the Advertisement of Sale which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report.

2 - And the said Attorney further reports that he had received from the Purchasers, the deposit of Five Hundred (\$500.00) Dollars required by the terms of said Sale, and has also obtained the written agreement of the Pur-

FILED

1957 DEC 14 AM 9:12

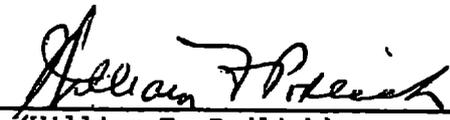
10

chaser to comply with the other of said terms, same being as set out in said Advertisement annexed hereto.

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

4 - Said Attorney files herewith a Certificate of the Auctioneer who conducted said Sale, and a Certificate of the purchaser of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.



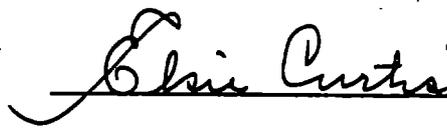
(William F. Podlich)
Attorney Named In Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM F. PODLICH, Attorney Named in the aforementioned Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the Sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.





Notary Public
ELSIE CURTIS

ORDER NISI

LIBER 108 PAGE 506

IN THE MATTER OF THE SALE OF THE
MORTGAGED LEASEHOLD PROPERTY OF

~~XXXXXX~~

LEHIGH CONSTRUCTION COMPANY, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,400

Equity

Ordered, this 14 day of December, 19 57, That the sale of the
Property in these proceedings mentioned,
made and reported by William F. Podlich, Attorney Named in the Mortgage,
~~XXXXXX~~

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

The report states that the amount of sales ^{was} ~~made~~ \$ 7,200.00

FILED 1957 DEC 14 AM 9:12

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED LEASEHOLD PROPERTY OF
LEHIGH CONSTRUCTION COMPANY, INC.

~~XXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of January, 1958,
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 Michaelson
Judge

FILED

1958 JAN 21 PM 3:25

Maryland Gazette

LIBER 108 PAGE 507

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 9, 1958

We hereby certify, that the annexed

Order Nisi, Eq. 12,400

Sale

Lehigh Construction Company, Inc
\$7,200.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 20th

day of January, 1958. The first

insertion being made the 19th day of

December, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 14924 1958 JAN -9 PM 1:07 By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 12,400 Equity

In the Matter of the Sale of the Mortgaged Leasehold Property of LEHIGH CONSTRUCTION COMPANY, INC.

Ordered, this 14th day of December, 1957, That the sale of the Property in these proceedings mentioned, made and reported by William F. Podlich, Attorney Named in the Mortgage, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 20th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of January next.

The report states that the amount of sale was \$7,200.00

GEORGE T. CROMWELL, Clerk

True Copy. TEST:

GEORGE T. CROMWELL, Clerk

J-9

Dr.

in ac.

In the Matter of the Sale of the Mortgaged Leasehold Property
of Lehigh Construction Company, Inc., a body corporate

To Attorney for Fee, as agreed, viz:	35 00	
To Attorney for Commissions, viz:	248 01	283 01
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account and two copies	22 50	60 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	53 76	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
U. S. Fidelity & Guaranty Co. - bond premium	32 00	
E. T. Newell & Co., Inc. - auctioneer's fee	25 00	
One-half Federal documentary stamps	4 13	
One-half State documentary stamps	4 12	
Elsie Curtis - notary fees	1 00	134 01
To Attorney for Taxes, viz:		
1957 State and County taxes (\$158.90) - adjusted to 12/10/57 - 11 months 10 days	150 07	150 07
To Attorney for Benefit Charges, viz:		
1957 Water and sewer benefit charges (\$33.03) - adjusted - 11 months 10 days	31 20	31 20
To Attorney for Ground Rent, viz:		
Semi-annual ground rent due 2/6/58 (\$54.00) - 4 months 4 days	37 20	37 20
To Aurora Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,571 01	6,571 01
		7,267 00
Amount of mortgage claim filed	7,678 61	
Cr. Amount allowed above	6,571 01	
Balance subject to decree in personam	1,107 60	

with William F. Podlich, Attorney named in Mortgage

Cr.

1957			
Dec.	10	Proceeds of Sale	7,200 00
		Interest on deferred payment of \$6,700.00 to 2/10/58 - 2 months	67 00
			7,267 00

7,267 00

ORDER NISI

LIBER 108 PAGE 511

In the Matter of the Sale of the
Mortgaged Leasehold Property

~~XXXXXX~~ of
Lehigh Construction Company, Inc.,
a body corporate

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,400

Equity
FILED
1958 FEB 25 PM 2:29

ORDERED, This 25 day of February, 1958, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7
day of April ~~XXXXX~~ next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
7 day of ~~XXXXX~~ April next.

George T. Cornwall, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7 day of April, 1958, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the ~~proceeds~~ apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

FILED

1958 APR -8 PM 3:17

Benjamin M. ...

JUDGE

17

OFF OF

Maryland Gazette

LIBER 108 PAGE 512

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3 1958

We hereby certify that the annexed

Order Nisi Eq. 12,400
Auditor account.

Lehigh Construction Company
was published in

Maryland Gazette

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

successive weeks before the 7th

day of April, 1958. The first

insertion being made the 6th day of

March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 847
1958 APR -5 AM 10:47

By H. Silghman

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,400 Equity

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

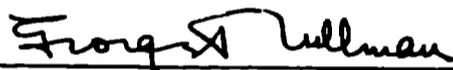
LEHIGH CONSTRUCTION COMPANY, INC., a body corporate Ordered, this 25th day of February, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of April next.

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

IN THE MATTER OF THE SALE OF : EQUITY NO. 12,451
THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT FOR
MARGARET COX, widow : ANNE ARUNDEL COUNTY
: : :

Mr. Clerk:

Please docket this case and file the original mortgage,
statement of mortgage debt and Military Affidavit.


George E. Rullman
Attorney named in Mortgage

FILED
1957 DEC 11 AM 9:52

No. 12,451

This Mortgage,

Made this 24th day of August, in the year one

thousand, nine hundred and fifty-five, Between Margaret Cox, widow

of Anne Arundel County, in the State of Maryland, Mortgagor, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being member of said body corporate, has received therefrom an advance in the sum of Three Thousand (\$3,000.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Six per cent. (6%) per annum in the manner following:

By the payment of Forty (\$40.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of October, 1955, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of Ten years from the date hereof, said balance shall then become due and payable.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said Mortgagor

does hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple,

ALL that piece or parcel of land, together with the improvements, rights, privileges and appurtenances to the same belonging, situate in Anne Arundel County, Maryland, and described as follows:

Lot No. 1 in Block 26 as shown on the plat of "Cedarhurst-on-the-Bay" as duly recorded among the Plat Records of said Anne Arundel County, Maryland in Cabinet 2, Rod D-8, Plat 343, formerly recorded in Plat Book W.M.B. 1, Folio 9 (incorrectly described as Plat G.W., Section 3, folio 343).

FILED 1957 DEC 11 AM 9:53

Subject to the covenants of record.

Being that property which was conveyed to the Mortgagor herein by Arthur W. Coleman and Edith . Coleman, his wife, by deed of even date herewith and intended to be recorded immediately prior to these presents.

*Deed dated August 25, 1955 and recorded in
D. C. 950, folio 5450*

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

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

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

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

Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, her heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added

to the principal debt named herein and bear interest at the rate of Six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor,

her heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of

the Mortgagor, her heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same

be encumbered by the Mortgagor, her heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said

Mortgagor covenants with the said Mortgagee to pay Six per cent. (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of \$50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage

whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor, herself, her heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

The said Mortgagor covenants that she will warrant specially the title to the property here conveyed, and that she will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor.

Witness:

Margaret Cox
Margaret Cox, widow

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Barbara Ann Jones
Barbara Ann Jones

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 24th day of August, 1955, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Margaret Cox, widow

the Mortgagor named in the foregoing Mortgage, and acknowledged the foregoing Mortgage to be her act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.



Barbara Ann Jones
Barbara Ann Jones, Notary Public.

Recorded: August 25, 1955 at 1.30 P.M.

9 Levee Loan Money
MORTGAGE
FROM

MARGARET COX, widow

TO
FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

Received for Record 25 AUG., 1955,
at 1:30 o'clock P. M. Same day recorded
in Liber CTC No. 958 Folio 547,
etc., one of the Land Records of AA
County, and examined, per

GEORGE T. CROMWELL, Clerk.
Cost of Record, \$ 7.50 PD

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

IN THE MATTER OF THE SALE OF : EQUITY NO. 12451
THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT FOR
MARGARET COX, widow : ANNE ARUNDEL COUNTY
: :

AFFIDAVIT

In compliance with the Soldiers and Sailors Civil Relief Act of Congress, October, 1940, and the Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition.

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

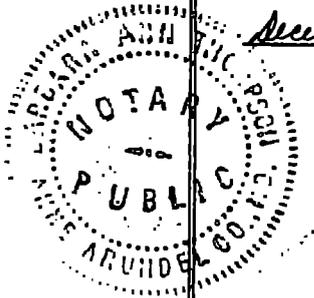
George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of First Federal Savings and Loan Association of Annapolis, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October, 1940, and the Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of the plaintiff, careful investigation has been made to ascertain whether or not the above named defendant is in the military service of the United States, that is to say, said defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service, detailed by proper authority for duty with any of the branches aforesaid, nor is said defendant under training or education under the supervision of the United States preliminary to induction into the military service, but is employed as civilians and not subject to the aforesaid.

George E. Rullman
Attorney and Agent - Affiant

SUBSCRIBED and SWORN TO before me this 10th day of December, 1957.

Barbara Ann Thompson
Barbara Ann Thompson, Notary Public



FILED
1957 DEC 11 AM 9:52

IN THE MATTER OF THE SALE OF : EQUITY NO. 12,451
THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT FOR
MARGARET COX, widow : ANNE ARUNDEL COUNTY
: : :

STATEMENT OF MORTGAGE DEBT

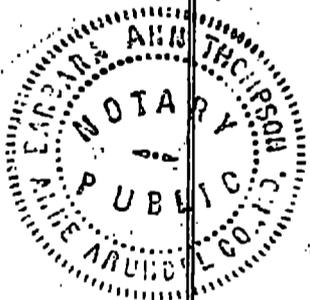
Balance due on Principal..... \$3140.09
December Interest..... 15.70
3155.79
Less expense account..... 9.96
TOTAL..... \$3145.83

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

I hereby certify that on this 10th day of December, 1957, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary-Treasurer of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Barbara Ann Thompson
Barbara Ann Thompson, Notary Public



FILED

1957 DEC 11 AM 9:53

MORTGAGEES OR ATTORNEYS BOND.

LIBER 108 PAGE 520

No. 12,451 Equity

LIBER

9 PAGE 205

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman
of Anne Arundel County, State of Maryland,

_____ as principal
and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of
New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of
Five Thousand and no/100 (\$5,000.00) Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we
bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly
and severally, firmly by these presents, sealed with our seals and dated this 30th

day of December, in the year of our Lord Nineteen Hundred Fifty-seven

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Margaret Cox, widow

to First Federal Savings & Loan Association
of Annapolis bearing date the 24th day of August, 1955

Land
and recorded among the ~~mortgage~~ records of Anne Arundel County
in Liber GTC No. 958 Folio 547 and _____

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden
George E. Rullman

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

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

Signed, Sealed and Delivered
in the Presence of

Madelene A. Petro

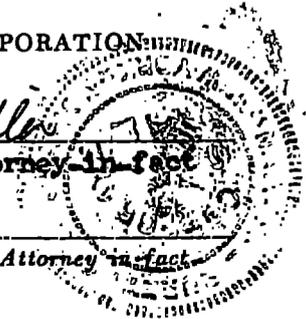
George E. Rullman [SEAL]
George E. Rullman

_____ [SEAL]

As to Surety

Mildred Morrison
Mildred Morrison

NATIONAL SURETY CORPORATION
By Estelle M. Fiedler
Estelle M. Fiedler Attorney in fact
Attorney in fact



Bond approved this 2nd Day
of January 1958
George T. Cronwell Clerk

FILED

1958 JAN -2 AM 10:23

PUBLIC SALE

OF VALUABLE

Residence Property

Situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, located at Cedarhurst-on-the-Bay, improved by a frame dwelling containing three rooms.

Under and by virtue of the power of sale contained in a mortgage from Margaret Cox, widow, dated August 24, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC 958, folio 547, the undersigned attorney named in said mortgage is to make sale of property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, JANUARY 14th, 1958

at 11:00 o'clock A.M.

the following described property, namely:

All that piece or parcel of land, together with the improvements, rights, privileges and appurtenances to the same belonging, situate in Anne Arundel County, Maryland, and described as follows:

Lot No. 1 in Block 26 as shown on the plat of "Cedarhurst-on-the-Bay" as duly recorded among the Plat Records of said Anne Arundel County, Maryland in Cabinet 2, Rod D-8, Plat 343, formerly recorded in Plat Book W.M.B. 1, folio 9 (incorrectly described as Plat G.W., Section 3, folio 343).

Subject to the covenants of record.

BEING that property which was conveyed to Margaret Cox, widow, by Arthur W. Coleman and Edith Coleman, his wife, by deed dated August 25, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC 958, folio 545.

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN,

Attorney named in Mortgage,

Lee Building, Annapolis, Maryland

FILED

1958 JAN 14 PM 3:03

6

AUCTIONEER'S CERTIFICATE

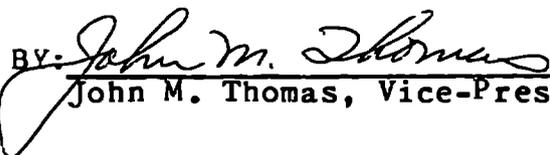
I hereby certify that on Tuesday, January 14, 1958, at 11 o'clock a.m. at the Court House door, the property described in this handbill was offered at public auction sale and ^{was} purchased by the First Federal Savings and Loan Association of Annapolis at and for the sum of Three Thousand Five Hundred Dollars (\$3,500.); it being then and there the highest bidder for said property.


George W. Scible, Auctioneer

PURCHASER'S CERTIFICATE

I hereby certify that I, as Agent for First Federal Savings and Loan Association of Annapolis, did this day January 14, 1958 purchase at public sale the property described in this handbill at and for the sum of Three Thousand Five Hundred Dollars (\$3,500.) and the Purchaser agrees to comply with the terms of the sale as set out in this handbill.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF ANNAPOLIS

BY: 
John M. Thomas, Vice-President

FILED

10
1958 JAN 14 PM 3:03

No. 12,451

IN THE MATTER OF THE SALE OF * EQUITY ~~NO.~~ 17, 197
THE MORTGAGED REAL ESTATE OF * IN THE CIRCUIT COURT FOR
MARGARET COX, widow * ANNE ARUNDEL COUNTY

- - - -

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the mortgage filed in these proceedings, respectfully shows:-

That under and by virtue of the power of sale contained in a mortgage from Margaret Cox, widow, dated August 24, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC 958, folio 547, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for said by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, January 14, 1958, at eleven o'clock a.m., and then and there sold the property to First Federal Savings and Loan Association of Annapolis, at and for the sum of Three Thousand Five Hundred Dollars (\$3,500.00), it then and there being the highest bidder therefor, which property is as follows:-

ALL that piece or parcel of land, together with the improvements, rights, privileges and appurtenances to the same belonging, situate in Anne Arundel County, Maryland, and described as follows:

Lot No. 1 in Block 26 as shown on the plat of "Cedarhurst-on-

FILED
1958 JAN 14 PM 3:03

the-Bay" as duly recorded among the Plat Records of said Anne Arundel County, Maryland in Cabinet 2, Rod D-8, Plat 343, formerly recorded in Plat Book W.M.B. 1, folio 9 (incorrectly described as Plat G.W., Section 3, folio 343).

Subject to the covenants of record.

BEING the property which was conveyed to Margaret Cox, widow, by Arthur W. Coleman and Edith Coleman, his wife, by deed dated August 25, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC 958, folio 545.

Said property being improved by a frame dwelling containing three rooms.

AND THE SAID Attorney further reports that he has received from the said purchaser the deposit as required by the terms of said sale, and has also received the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

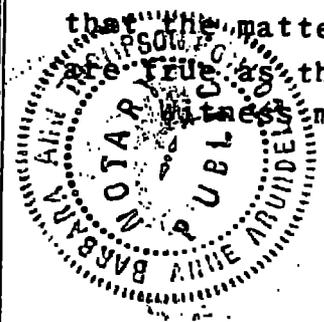
Respectfully submitted,

George E. Rullman

George E. Rullman
Attorney named in Mortgage

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

I hereby certify that on this 14th day of January, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made. Witness my hand and Notarial Seal.



Barbara Ann Thompson
Barbara Ann Thompson, Notary Public

ORDER NISI

LIBER 108 PAGE 525

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

~~XXXXXX~~

MARGARET COX, widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,451

Equity

Ordered, this 14 day of January, 19 58, That the sale of the
Property in these proceedings mentioned,
made and reported by George E. Rullman, Attorney named in the Mortgage

~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18
day of February next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 18
day of February next.

was

The report states that the amount of sale ~~XXXXXX~~ \$ 3,500.00

FILED 1958 JAN 14 PM 3:03

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

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

~~XXXXXX~~

MARGARET COX, widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of February, 1958,
that the sale made and reported by the ~~XXXXXX~~ Attorney
forenamed, be and the same is hereby ~~XXXXXX~~ 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 ~~XXXXXX~~ Attorney
allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1958 FEB 19 PM 2:29

Benjamin M. ...
Judge

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,451 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF MARGARET COX, widow

Ordered, this 14 day of January, 1958. That the sale of the Property in these proceedings mentioned made and reported by George E. Rullman, attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18 day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel, once in each of three successive weeks before the 18 day of February next.

The report states that the amount of sale was \$3,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

F-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1958

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,451.

Margaret Cox

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 18th

day of February, 1958. The first

insertion being made the 16th day of

January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 15-134

14

1958 FEB 14 PM 2:14

A. Tilghman

Dr.

In the Matter of the Sale of the Mortgaged Real Estate of
Margaret Cox, Widow

in ac.

To Attorney for Fee, viz:	50 00	
To Attorney for Commissions, viz:	135 00	185 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	34 68	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - handbills	13 70	
National Surety Corp. - bond premium	20 00	
George W. Scible - auctioneer's fee	25 00	
One-half Federal documentary stamps	1 93	
One-half State documentary stamps	1 92	
Barbara Ann Thompson - notary fees	1 50	112 73
To Attorney for Taxes, viz:		
1958 State and County taxes (\$55.87) - fourteen days	2 14	2 14
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim	3,145 83	3,145 83
To Margaret Cox, mortgagor - this balance	2 80	2 80
		3,500 00

with

George E. Rullman, Attorney named in Mortgage

Cr.

1958

Jan. 14 Proceeds of Sale

3,500 00

3,500 00

3,500 00

17

ORDER NISI

LIBER 108 PAGE 530

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

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

Margaret Cox,

Widow

No. 12,451

Equity

FILED

1958 MAR -5 AM 10:27

ORDERED, This 5 day of March, 1958, 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 8
day of April next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
8 day of April next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9 day of April, 1958, 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 ~~F~~ ^{Trustee} apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received. ^{attorney}

Matthew J. Evans

FILED
1958 APR -9 PM 1:39

Judge

OFFICE OF

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. 12,451 Equity

In the Matter of the Sale of the Mortgaged Real Estate of MARGARET COX, Widow

Ordered, this 5th day of March, 1958, 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 8th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of April next.

GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk M-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 8, 1958

We hereby certify, that the annexed

Order Nisi No. 12,451
Auditor account

Margaret Cox

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 8th

day of April, 1958. The first

insertion being made the 7th day of

March, 1958.

FILED THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 862 1958 APR -9 AM 11:01 H. Tilghman

19

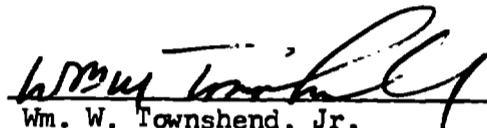
In the matter of the
mortgaged real estate of
Roy G. Ford
and
Loretta A. Ford, his wife

No. 12,296 Equity
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

MORTGAGE FORECLOSURE

Mr. Clerk:

Please ~~record the assignment and~~ docket the above entitled case and
file the original mortgage herewith.


Wm. W. Townshend, Jr.
Attorney named in Mortgage
Towns-Worth Bldg., South St.
Annapolis, Maryland

FILED
1957 AUG 27 PM 3:19

PURCHASE MONEY

L 565
2227
No. 12,296
Equity

This Mortgage, made this 29th day of August in the year one thousand nine hundred and fifty-three, between Roy G. Ford and Loretta A. Ford, his wife of Anne Arundel County, 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 EIGHT THOUSAND DOLLARS- - - - - (\$8,000.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of SEVENTY FOUR DOLLARS- - - - - (\$74.00) 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 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 WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Mortgagors do grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Second Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at an iron pipe here set on the south side of Defense Highway South 82° 20' East, 95.38 ft. from a fence post which marks the northwest corner of that conveyance by deed dated January 1, 1944 from Chalres W. and Mary J. Cox to Cletis E. Cox and recorded among the Land Records of Anne Arundel County in Liber JHH 300, Folio 307; thence from the point of beginning so fixed and running with the said south side of said Defense Highway, South 82° 20' East, 95.37 ft. to an iron pipe here found which marks the northeast corner of the above mentioned conveyance between Cox and Cox; thence leaving said south side of said Defense Highway and running with the outlines of the aforementioned conveyance, South 07° 50' 50" West, 481.05 ft. to an iron pipe here set on the southeast corner of the aforementioned conveyance; thence North 82° 09' 30" West, 85.20 ft. to an iron pipe here set; thence leaving the outlines and running through the whole lot, North 06° 38' 10" East, 480.85 ft. to the place of beginning. Containing 0.997 acre of land, more or less, according to a survey made by James D. Hicks, County Surveyor, in April 1949. BEING the same property conveyed to the within-named Mortgagors by William L. Flynn and wife by deed of even date herewith and intended to be recorded among the aforesaid Land Records immediately prior hereto.

FILED
1957 AUG 27 PM 3:19

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 of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

If, however, the said Mortgagors, 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 hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.
- V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
- VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, 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 Mortgagors, 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 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 ~~thirty~~ ^{One Hundred} dollars;

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

Third, the balance, if any, to the said Mortgagor S, his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor S or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor S covenant to warrant specially said lot of ground and to execute such other assurances thereof as may be requisite.

Witness the hand and seals of the said Mortgagors.

WITNESS:

Norwood A. Wieneke

 Norwood A. Wieneke

Roy G. Ford
 _____ (SEAL)
 Roy G. Ford

Loretta A. Ford
 _____ (SEAL)
 Loretta A. Ford

_____ (SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 29th day of August, in the year one thousand, nine hundred and fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Roy G. Ford and Loretta A. Ford, 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- 31st Aug., 1953, at 1 P.M.

WM W. TOWNSHEND, JR.

Attorney

Towns-Worth Bldg.

Annapolis, Md.

PURCHASE MONEY

MORTGAGE

FROM

ROY G. FORD AND

LORETTA A. FORD, HIS WIFE

TO

UNITED FEDERAL SAVINGS AND LOAN
ASSOCIATION OF GLEN BURNIE,
MARYLAND

Received for record *31 Aug 53*
19 *53* at *1* o'clock *P.* M.

Same day recorded in Liber *779*

No. *779* folio *77* &c. one of
the Land Records of *Baltimore A-A-Co*

and examined per *[Signature]*
Clerk.
Cost of Record \$ *2.00*



William W. Townshend, ..., Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

LIBER 108 PAGE 537

A T T O R N E Y ' S S A L E
OF

No. 12,296 Equity

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Roy G. Ford and Loretta A. Ford, his wife, dated August 29, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 779, Folio 77, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

WEDNESDAY, SEPTEMBER 25, 1957

at 2 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, described as follows:

Beginning for the same at an iron pipe here set on the south side of Defense Highway South $82^{\circ} 20'$ East, 95.38 ft. from a fence post which marks the northwest corner of that conveyance by deed dated January 1, 1944 from Charles W. and Mary J. Cox to Cletis E. Cox and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 300, Folio 307; thence from the point of beginning so fixed and running with the said south side of said Defense Highway, South $82^{\circ} 20'$ East, 95.37 ft. to an iron pipe here found which marks the northeast corner of the above-mentioned conveyance between Cox and Cox; thence leaving said south side of said Defense Highway and running with the outlines of the aforementioned conveyance, South $07^{\circ} 50' 50''$ West, 481.05 ft. to an iron pipe here set on the southeast corner of the aforementioned conveyance; thence North $82^{\circ} 09' 30''$ West, 85.20 ft. to an iron pipe here set; thence leaving the outlines and running through the whole lot, North $06^{\circ} 38' 10''$ East, 480.85 ft. to the place of beginning. Containing 0.997 acre of land, more or less, and being the same property conveyed unto Roy G. Ford and Loretta A. Ford, his wife, by William L. Flynn and wife by deed dated August 29, 1953 and recorded among the aforesaid Land Records in Liber J.H.H. 779, Folio 75.

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., Attorney
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 3:19

In the matter of the mortgaged : No. 12,296 Equity
real estate of Roy G. Ford and : In the Circuit Court for
Loretta A. Ford, his wife : Anne Arundel County

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

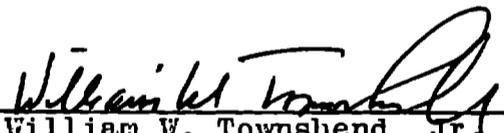
I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that he knows the Defendants herein, and that to the best of his information, knowledge and belief

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

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

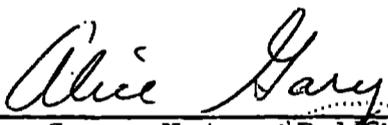
(3) said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

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



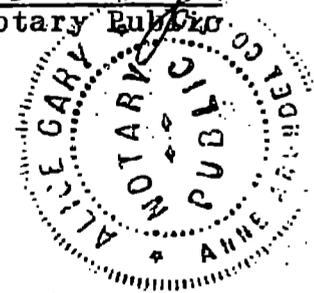
William W. Townshend, Jr.,
Attorney named in mortgage

Subscribed and sworn to before me, this 27th day of December, 1957.



Alice Gary, Notary Public

My commission expires 5/4/59



FILED

1957 DEC 30 PM 9:43

In the matter of the mortgaged : No. 13,296 Equity
 real estate of Roy G. Ford and : In the Circuit Court for
 Loretta A. Ford, his wife : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage of Roy G. Ford and
 Loretta A. Ford, his wife, dated August 29,
 1953 and recorded among the Land Records
 of Anne Arundel County in Liber J.H.H. 779,
 Folio ----- \$8,000.00

Total amount paid on principal	\$1,266.12	
Credit in Expense Account	<u>42.94</u>	<u>1,309.06</u>
		\$6,690.94
Interest from 5/1/57 to 12/30/57		<u>268.50</u>
Total amount of indebtedness -----		\$6,959.44

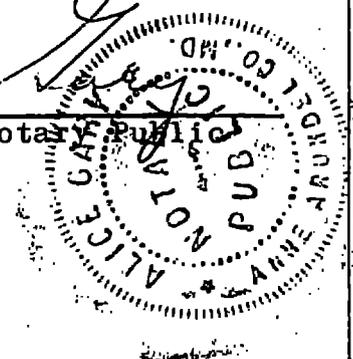
William W. Townshend, Jr.
 William W. Townshend, Jr.
 Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 23rd day of December, 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
 Alice Gary, Notary Public



FILED

1957 DEC 30 AM 9:43

William W. Townshend, Jr., Attorney
 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 Roy G. Ford and Loretta A. Ford, his wife, dated August 29, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 779, Folio 77, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

MONDAY, DECEMBER 30th, 1957

AT 11 O'CLOCK A.M.

All that fee simple property situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, described as follows:

Beginning for the same at an iron pipe here set on the south side of Defense Highway South 82° 20' East, 95.38 ft. from a fence post which marks the northwest corner of that conveyance by deed dated January 1, 1944 from Charles W. and Mary J. Cox to Cletis E. Cox and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 300, Folio 307; thence from the point of beginning so fixed and running with the said south side of said Defense Highway, South 82° 20' East, 95.37 ft. to an iron pipe here found which marks the northeast corner of the above-mentioned conveyance between Cox and Cox; thence leaving said south side of said Defense Highway and running with the outlines of the afore-mentioned conveyance, South 07° 50' 50" West, 481.05 ft. to an iron pipe here set on the southeast corner of the afore-mentioned conveyance; thence North 82° 09' 30" West, 85.20 ft. to an iron pipe here set; thence leaving the outlines and running through the whole lot, North 06° 38' 10" East, 480.85 ft. to the place of beginning. Containing 0.997 acre of land, more or less, and being the same property conveyed unto Roy G. Ford and Loretta A. Ford, his wife, by William L. Flynn and wife by deed dated August 29, 1953 and recorded among the aforesaid Land Records in Liber J.H.H. 779, Folio 75.

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.,
 Attorney
 Towns-Worth Bldg., South St.
 Annapolis, Maryland

no 12, 29.6
Specy

LIBER 108 PAGE 541

Annapolis, Maryland
December 30, 1957

I hereby certify that I have this 30th day of December, 1957, sold the property of William W. Townshend, Jr., Attorney, containing 0.997 acre of land, more or less, Second Election District of Anne Arundel County, Maryland, unto

Theodore P. Cowgill and Louise D. Cowgill, his wife
at and for the sum of
Five Thousand Eight Hundred Fifty Dollars -----(\$5,850.00)
they being then and there the highest bidder(s) therefor.


Robert H. Campbell

Annapolis, Maryland
December 30, 1957

I/We hereby certify that I/we have this 30th day of December, 1957, purchased the property of William W. Townshend, Jr., Attorney, known as containing 0.997 acre of land, more or less, Second Election District of Anne Arundel County, Maryland, at and for the sum of

Five Thousand Eight Hundred Fifty Dollars -----(\$5,850.00)
and I/we hereby agree to comply with the terms of sale.


Theodore P. Cowgill Purchaser


Louise D. Cowgill Purchaser
Cowgill

45850.00

FILED

1958 JAN -2 PM 12:24

In the matter of the mortgaged : No. 12,296 Equity
 real estate of Roy G. Ford and : In the Circuit Court for
 Loretta A. Ford, 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 Roy G. Ford and Loretta A. Ford, his wife, dated August 29, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 779, Folio 77, the said William W. Townshend, Jr., Attorney named in 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 Monday, December 30, 1957, at 11 o'clock A.M., and then and there sold the said property unto Theodore P. Cowgill and Louise D. Cowgill, his wife, at and for the sum of Five Thousand Eight Hundred Fifty Dollars (\$5,850.00), being at that figure the highest bidders therefor, said property described as follows:

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

BEGINNING for the same at an iron pipe here set on the south side of Defense Highway South 82° 20' East, 95,38 ft. from a fence post which marks the northwest corner of that conveyance by deed dated January 1, 1944 from Charles W. and Mary J. Cox to

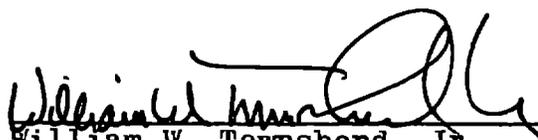
FILED

1958 JAN -2 PM 12:24

Cletis E. Cox and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 300, Folio 307; thence from the point of beginning so fixed and running with the said south side of said Defense Highway, South 82° 20' East, 95.37 ft. to an iron pipe here found which marks the northeast corner of the above-mentioned conveyance between Cox and Cox; thence leaving said south side of said Defense Highway and running with the outlines of the aforementioned conveyance, South 07° 50' 50" West, 481.05 ft. to an iron pipe here set on the southeast corner of the aforementioned conveyance; thence North 82° 09' 30" West, 85.20 ft. to an iron pipe here set; thence leaving the outlines and running through the whole lot, North 06° 38' 10" East, 480.85 ft. to the place of beginning. Containing 0.997 acre of land, more or less.

AND the said Attorney further reports that he has received from the said purchasers 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; 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.

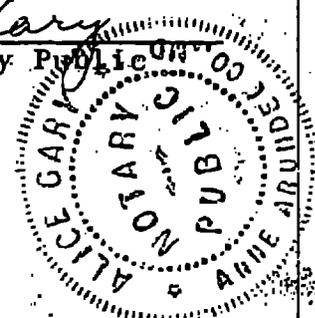
Respectfully submitted,


William W. Townshend, Jr.,
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of December, 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


New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

A STOCK COMPANY

No. 12,296 Equity

LIBER
9 PAGE 199

BOND NO. 242495

KNOW ALL MEN BY THESE PRESENTS:

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 TEN THOUSAND AND 00/100 (\$10,000.00) 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 20th day of December, 1957.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Roy G. Ford and Loretta A. Ford, his wife, to United Federal Savings and Loan Association, bearing date on or about the 29th day of August, 1953, 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 occurred 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 Gray

William W. Townshend Jr. (SEAL)
William W. Townshend Jr.

Witness as to Surety:

M.S. Kraus
M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY
By *E.H. Nichols*
E.H. Nichols Attorney-in-Fact



*Bond approved this 30th
day of December, 1957
George T. Cromwell, Clerk*

FILED

1957 DEC 30 AM 9:43

ORDER NISI

LIBER 108 PAGE 545

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

XXXXXX

ROY G. FORD and
LORETTA A. FORD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,296 Equity

Ordered, this 2nd day of January, 1958, 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 10th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of February next.

The report states that the amount of sales ^{was} ~~xxx~~ \$ 5,850.00
Filed 2 Jan. 1958 - 1:45 Pm.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

XXXXXX

ROY G. FORD and
LORETTA A. FORD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of February, 1958, that the sale made and reported by the ~~Trustee~~ ^{attorney} aforesaid, be and the same ~~is~~ hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ ^{attorney} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew J. Evans
Judge

FILED
1958 FEB 17 PM 12:48

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. 12,286 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF Roy G. Ford and Loretta A. Ford, his wife

Ordered, this 2nd day of January, 1958. 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 10th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of February next.

The report states that the amount of sale was \$5,850.00. GEORGE T. CROMWELL, Clerk True Copy. TEST: GEORGE T. CROMWELL, Clerk J-30

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 17, 1958

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12286

Roy G. Ford

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 10th

day of February, 1958. The first

insertion being made the 19th day of

January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 FEB 14 PM 2:15

No. M. C. 14984

15

with

William W. Townshend, Jr., Attorney named in Mortgage

Cr.

1957					
Dec.	30	Proceeds of Sale	5,850	00	
		Interest on deferred payment of \$5,350.00 to 2/23/58	47	17	5,897 17
			47 17		
					5,897 17

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged
Real Estate of
VERSUS
Roy G. Ford
and
Loretta A. Ford, his wife

No. 12,296

FILED
1958 MAR 11 AM 10:13
Equity

ORDERED, This 11 day of March, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

George T. ...

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15 day of April, 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 ~~same~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1958 APR 15 PM 3:25

*Benjamin M. ...
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. 12,296 Equity

In the Matter of the Mortgaged Real Estate of ROY G. FORD and LORETTA A. FORD, his wife
Ordered, this 11th day of March, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of April next.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-27

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1, 1958

We hereby certify, that the annexed

Order Nisi - Eq. 12,296
Auditor Account

Roy G. Ford

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 14th

day of April, 1958. The first

insertion being made the 13th day of

March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M. G. 876
1958 APR -2 AM 9:40

METROPOLITAN LIFE INSURANCE COMPANY

1 Madison Avenue
New York 10, New York

Plaintiff

Vs.

WILLIAM DAVID MASON and

SARA K. MASON, his wife

20 1/2 Roselawn Road, Annapolis,
Anne Arundel County, Maryland

Defendants

Docket 17

Folio 196

Case No.

12,450 Equity

Filed

IN THE
CIRCUIT COURT

FOR

~~BALTIMORE COUNTY, MARYLAND~~
ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the 17th day of July A.D. 1956 the defendant s executed and delivered to Weaver Bros. Inc. of Maryland, 100 St. Paul Street, Baltimore 2, Md.,

a mortgage upon certain fee simple property in Anne Arundel County, ~~Baltimore County~~, therein described, to

secure the payment of the mortgage debt of \$ 9200.00 and interest as therein mentioned, ~~whereby~~ which mortgage was on July 17, 1956 short-assigned to Metropolitan Life Insurance Company, wherein

said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest, as provided in said mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.


John J. Neubauer, Attorney for Plaintiff

FILED
1957 DEC 10 PM 2:12

FHA Form No. 3127-H
(Revised July 1954)

LIBER 1046 PAGE 517

No. 12,450 Equity

Application No. 130,700

MORTGAGE

THIS MORTGAGE, Made this 17 day of July, A. D. 19 56, by and between WILLIAM DAVID MASON and SARA K. MASON, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and
----- WEAVER BROS. INC. OF MARYLAND -----

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 Federal Home Loan Mortgage Corporation~~ is justly indebted to the Mortgagee for borrowed money in the principal sum of NINE THOUSAND TWO HUNDRED AND 00/100ths Dollars (\$ 9,200.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4 1/2%) per annum on the unpaid principal until paid, principal and interest being payable at the office of the Mortgagee

-----, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of FORTY-SIX AND 64/100ths Dollars (\$ 46.64), commencing on the first day of August, 1956, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1986.

Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all t h a t lot(s) of ground situate, lying and being in - - Anne Arundel County - -, in the State of Maryland aforesaid, and described as follows, that is to say:

16-85600-11

BEING known and designated as Lot No. 45, as shown on the Plat entitled "Plat 1, Primrose Acres, Annapolis, Maryland", said Plat being recorded among the Plat Records of Anne Arundel County on August 19, 1955.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Chas. H. Steffey, Incorporated unto the within named Mortgagors.

METROPOLITAN LIFE INSURANCE COMPANY 1 Madison Avenue New York 10, New York	:		:	
	:	Plaintiff	:	IN THE CIRCUIT COURT
vs.	:		:	FOR
WILLIAM DAVID MASON and SARA K. MASON, his wife 204 Roselawn Road, Annapolis Anne Arundel County, Maryland	:		:	ANNE ARUNDEL COUNTY
	:	Defendants	:	IN EQUITY

PETITIONER'S EXHIBIT #1

FILED

*Delete italicized words if Mortgagee is not a Building and Loan Association.

2

FOR VALUE RECEIVED, WEAVER BROS. INC. OF MARYLAND hereby assigns the within and foregoing Mortgage and the mortgage debt secured thereby unto METROPOLITAN LIFE INSURANCE COMPANY, its successors and assigns.

AS WITNESS: the signature of said body corporate, Assignor, by the hand of
E. Catherine Byrne ^{Executive Vice} its Vice President, and its corporate seal hereto
affixed this 17th day of July 1956.

WITNESS:

Richard W. Hall
Assistant Secretary
Richard W. Hall

WEAVER BROS. INC. OF MARYLAND
BY: E. Catherine Byrne
Executive Vice President

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The 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 the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot (a) of ground and improvements unto the said Mortgagee, its 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 at any other time.

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
- (I) premium charges under the contract of insurance with the Federal Housing Commissioner;
 - (II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (III) interest on the mortgage debt secured hereby; and
 - (IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

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

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 60 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

AND the said Mortgagor (s) hereby assent (s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor (s) hereby also authorize(s) the said Mortgagee, its successors or assigns or John J. Neumann, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of ----- FIFTY ----- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor (s), t h e i r heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness:

Harry G. Bayley
HARRY G. BAYLEY

William David Mason [SEAL]
William David Mason

Sara K. Mason [SEAL]
Sara K. Mason

STATE OF MARYLAND, CITY OF BALTIMORE

to wit: LIBER 1046 PAGE 521

I HEREBY CERTIFY, That on this the 17 day of July, 1956, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared WILLIAM DAVID MASON and SARA K. MASON, his wife, Mortgagors, - - - known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he, she, executed the same for the purpose therein contained.

At the same time also personally appeared John W. Brown, 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 WITNESS WHEREOF, I hereunto set my hand and official seal.

Harry G. Bayley
HARRY G. BAYLEY, Notary Public.

My commission expires: ASSMIT

Received for Record 20 Day
of July 19 56, at 11:41 A.M.
and the same day recorded in Liber
G.T.C. No 1046 Fol. 518 Land
Records of Anne Arundel County

GEORGE T. CROMWELL, Clerk

Reo'd for record July 20, 1956 at 11:41 A.M.

Mailed to The Md. Title Guaranty Co.

THE MARYLAND TITLE GUARANTEE CO.
215 E. FAYETTE STREET
BALTIMORE 2, MARYLAND

130,700
TCC:es jfb @ B

This form may be used as the security instrument in connection with mortgages to be insured under Section 8, Section 203, Section 603, Section 603 pursuant to Section 610, Section 903, and in connection with "individual mortgages" to be insured under Section 213 and Section 611 of the National Housing Act.

STATE OF MARYLAND
Loan No. #A 100201

MORTGAGE
WILLIAM DAVID MASON AND SARA K. MASON,
HIS WIFE, TO: WEAVER BROS. INC. OF
BYLAND, S/A TO: METROPOLITAN LIFE
INSURANCE COMPANY

Received for Record
at _____ o'clock M. 19 ____
Same day recorded in Liber No. ____
Folio ____ , etc., one of the
Records of _____ and
examined per _____ Clerk.

Cost of Records, \$ _____

REC'D FOR RECORD
ANNUL
1956 JUL 20
& RECORDED IN LIBER GTC
NO 1046 FOLIO 517
GEO. T. CROMWELL, CLERK
FEDERAL HOUSING COMMISSIONER
Authorized Agent
Date _____
Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance profession on this note.

John W. Brown
John W. Brown, Agent

METROPOLITAN LIFE INSURANCE COMPANY :
1 Madison Avenue
New York 10, New York :
Plaintiff

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

VS

~~BALTIMORE COUNTY~~

WILLIAM DAVID MASON and :
SARA K. MASON, his wife
204 Roselawn Road, Annapolis, :
Anne Arundel Co., Md. Defendant,

Docket No. 17, Folio 196

Case No. 12,450 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To wit:

I HEREBY CERTIFY, that on this 9th day of November 1957
before me, the subscriber, a Notary Public of the State of Maryland,
Baltimore
in and for ~~Baltimore County~~ (City), personally appeared _____

JOHN J. NEUBAUER - - - - -

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 of America;
- (2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;
- (3) Said Defendant has not been ordered to report for induction under the Selective Training and Service Act;
- (4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service:

John J. Neubauer
John J. Neubauer, ~~Notary Public~~
Affiant

Catherine T. Boegner Notary Public
~~Notary Public~~
CATHERINE T. BOEGNER



FILED

1957 DEC 10 PM 2:12

6

Decree in Circuit Court for ~~Baltimore County~~ ^{Anne Arundel County}

DOCKET 17 FOLIO 116

CASE NO. 12,450 Equity

FILED _____

METROPOLITAN LIFE INSURANCE COMPANY

1 Madison Avenue
New York 10, New York

Plaintiff

Vs.

WILLIAM DAVID MASON and

SARA K. MASON, his wife
204 Roselawn Road, Annapolis
Anne Arundel County, Maryland

Defendants

IN THE
CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY

TERM, 19_____

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It Is Thereupon, this 10th day of December in the year

nineteen hundred and fifty-seven by the Circuit Court of ~~Baltimore~~ ^{Anne Arundel} County, ADJUDGED,

ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage;

that John J. Neubauer and Robert J. Neubauer be and they are hereby appointed Trustees to make said sale,

and that the course and manner of ~~the~~ proceedings shall be as follows: ~~The~~ they shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by ~~the~~ themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of nine thousand Dollars, conditioned for the faithful performance of the trust reposed

in ~~them~~ by this decree, or to be reposed in ~~them~~ by any further Decree or Order in the premises;

he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in ~~Baltimore~~ ^{Anne Arundel} County as

~~they~~ shall think proper, of the time, place, manner and terms of sale, which shall be ~~made in cash~~ all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale;

~~and as soon as may be convenient after any such sale or sales, the said Trustee s shall return to this Court a full and particular account of their~~ proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee s shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee s 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 s as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged ~~their~~ trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1957 DEC 13 AM 9:47

Matthew L. Crane
Judge

7

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY STATE OF MARYLAND

LIBER 9 PAGE 196 No. 12,450 Equity

Metropolitan Life Insurance Company

versus

William David Mason and Sara K. Mason, his wife

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, 402 Keyser Building, Baltimore, Maryland

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand and 00/100 Dollars (\$ 9,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 23rd day of December in the year of our Lord one thousand, nine hundred and fifty seven.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and Robert J. Neubauer

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustees to sell Real Estate mentioned in the proceedings in the case of

Metropolitan Life Insurance Company

versus

William David Mason & Sara K. Mason, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

John J. Neubauer and Robert J. Neubauer

do and shall well and faithfully perform the trust reposed in 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.

Marie C. Sigwalt Marie C. Sigwalt

John J. Neubauer (SEAL) Robert J. Neubauer (SEAL) (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Neeth, Attorney in fact

FILED 1957 DEC 26 PM 12:28

approved this 26 Dec 1957 George T. Cromwell, Clerk

METROPOLITAN LIFE INSURANCE COMPANY

1 Madison Avenue
New York 10, New York

Plaintiff

vs.

WILLIAM DAVID MASON and
SARA K. MASON, his wife
204 Roselawn Road, Annapolis
Anne Arundel County, Maryland

Defendants

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

No. 12,450 Equity

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Metropolitan Life Insurance Company, 1 Madison Avenue, New York 10, New York, under the mortgage from William David Mason and Sara K. Mason, his wife, to Weaver Bros. Inc. of Maryland, dated the 17th day of July, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1046, folio 517, which mortgage was on the same day short-assigned to Metropolitan Life Insurance Company.

Principal amount of mortgage	\$ 9200.00
Less payments made on account.	<u>161.43</u>
Balance on principal	\$ 9038.57
LESS:	
Credit in expense account.	<u>27.97</u>
Net balance on account of principal.	\$ 9066.54
Interest to January 24, 1958	<u>196.57</u>
Balance due on principal and interest.	\$ 9263.11

Daily interest is \$1.12

METROPOLITAN LIFE INSURANCE COMPANY

L. G. Gillam

L. G. GILLAM THIRD Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 9th day of January, in the year one thousand, nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of New York, in and for said County of New York, personally appeared L. G. GILLAM, THIRD Vice-President of METROPOLITAN LIFE INSURANCE COMPANY, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and notarial seal, the day and year last above written.

S. FRANK CLOUTING
NOTARY PUBLIC, State of New York
No. 31-6887700
Qualified in New York County
Commission Expires March 30, 1959

S. Frank Clouting
Notary Public

My commission expires: MAR 30 1959

1958 JAN 13 AM 9:20
FILED

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

vs. Plaintiff

WILLIAM DAVID MASON and
SARA K. MASON, his wife
204 Roselawn Road, Annapolis, A.A. Co., Md.

-IN THE-

CIRCUIT COURT

-FOR-

ANNE ARUNDEL COUNTY, IN EQUITY
~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE COUNTY~~

The Report of Sale of John J. Neubauer and Robert J. Neubauer

Trustees appointed by the decree in the above entitled cause to make sale of fee simple property situate in the Sixth Election District of Anne Arundel County, Maryland, upon which the improvements are known as No. 204 Roselawn Road, or Lot No. 45 Roselawn Road on Plat 1, "Primrose Acres", in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the "EVENING CAPITAL"

a daily newspaper, published in Annapolis, Maryland, ~~Baltimore County~~ for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Friday the 24th day of January, 1958, at 3:00 o'clock, P.M., attend on the premises and then and there sold the fee simple property to Metropolitan Life Insurance Company, New York 10, N.Y., at and for the sum of Eight Thousand and 00/100 Dollars (\$8,000.00); it being the highest bidder therefor.

John J. Neubauer Trustee
Robert J. Neubauer Trustee

CITY OF Baltimore, Sct.
State of Maryland/ ~~Baltimore~~

I Hereby Certify, that on this 24th day January, 1958.
before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared John J. Neubauer and Robert J. Neubauer Trustees and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.
AS WITNESS, my hand and official seal.

FILED
1958 JAN 25 AM 9:16
Catherine T. Boegner
Catherine T. Boegner, Notary Public

LIBER 108 PAGE 561

ORDER NISI

LIBER 108 PAGE 562

METROPOLITAN LIFE INSURANCE COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

versus

WILLIAM DAVID MASON and
SARA K. MASON, his wife

No. 12,450 Equity

Ordered, this 25 day of January, 19 58, That the sale of the
Property in these proceedings mentioned
made and reported by John J. Neubauer and Robert J. Neubauer
Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1
day of March next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 1
day of March next.

was

The report states that the amount of sales ~~was~~ \$ 8,000.00

FILED 1958 JAN 25 AM 9:16

True Copy,

George T. Romwell

Clerk.

TEST: Clerk.

(Final Order)

METROPOLITAN LIFE INSURANCE COMPANY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

versus

WILLIAM DAVID MASON and
SARA K. MASON, his wife

Term, 19

ORDERED BY THE COURT, This 3^d day of March, 1958, ^{Finally}
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 he shall pro-
duce vouchers for the Auditor.

Benjamin H. ...
Clerk Judge

FILED

1958 MAR -3 PM 3:15

11

OFFICE OF
Evening Capital

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

Legal Notice

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,450 Equity

METROPOLITAN LIFE INSURANCE COMPANY

versus

WILLIAM DAVID MASON and SARA K. MASON, his wife

Ordered, this 25th day of January, 1958, That the sale of the Property in these proceedings mentioned, made and reported by John J. Neubauer and Robert J. Neubauer, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of March next.

The report states that the amount of sale was \$8,000.00.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:

GEORGE T. CROMWELL, Clerk
F-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 24, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,450

William David Mason

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 1st

day of March, 1958. The first

insertion being made the 28th day of

January, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 319 1950- FEB 24 AM 11:56

By H. Tilghman

In the Case of

Metropolitan Life Insurance
Company
vs.
William David Mason
and
Sara K. Mason, his wife

In the
Circuit Court

For
Anne Arundel County

No. 12,450 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]

March 11, 1958

All of which is respectfully submitted.

Janna K. Jackson
Auditor.

Dr.

Metropolitan Life Insurance Company vs. William David Mason
and Sara K. Mason, his wife

in ac.

To Trustees for Fee, viz:	50	00		
To Trustees for Commissions, viz:	271	35	321	35
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	61	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	13	00		
U.S. Fidelity & Guaranty Co. -bond premium	36	00		
E. T. Newell & Co., Inc. - auctioneer's commission	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps recording order	4	40		
Clerk of Court - entering proceedings to use of Veterans Administration	1	25		
Catherine T. Boegner - notary fees	1	00		
S. Frank Clouting - notary fee	50		160	79
To Trustees for Taxes, viz:				
1958 State and County taxes adjusted - 24 days	10	27	10	27
To Metropolitan Life Insurance Co., Assignee of the mortgage filed herein - This balance on account mortgage claim	7,496	59	7,496	59
			8,045	00
Amount of mortgage claim filed	9,263	11		
Cr. Amount allowed above	7,496	59		
Balance subject to decree in personam	1,766	52		

with

John J. Neubauer and Robert J. Neubauer, Trustees

Cr.

1958

Jan. 24

Proceeds of Sale

8,000 00

Interest on deferred payment of
\$7,500.00 - 1 month 6 days

45 00

8,045 00

8,045 00

15

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

Metropolitan Life Insurance
Company
VERSUS
William David Mason
and
Sara K. Mason, his wife

No. 12,450

Equity.

ORDERED, This 17 day of March, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21 day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of April next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22 day of April, 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
FEBRUARY 17 AM 9:01
1958 MARCH 7 AM 9:01

FILED
1958 APR 22 PM 12:20

*Benjamin M. ...
Judge*

16

JOHN J. NEUBAUER, Solicitor
Keyser Building
Baltimore 2, Maryland

Trustees' Sale

OF VALUABLE FEE SIMPLE DWELLING PROPERTY

known as Lot No. 45, Roselawn Road, Primrose Acres, City of Annapolis, Anne Arundel County, State of Maryland

Under and by virtue of a Decree passed by the Circuit Court of Anne Arundel County in Equity, in a case entitled "Metropolitan Life Insurance Company vs. William David Mason and Sara K. Mason, his wife", the undersigned Trustees will sell at Public Auction on the premises the above property on

**Friday, Jan. 24, 1958
at 3:00 o'clock P.M.**

All that piece or parcel of land lying and being in the City of Annapolis, in the Sixth Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:
BEING known and designated as Lot No. 45, as shown on the Plat entitled "Plat 1, Primrose Acres, Annapolis, Maryland", said Plat being recorded among the Plat Records of Anne Arundel County on August 19, 1955.

The property is subject to the following:

1. Declaration by Charles H. Steffey, Inc., dated August 28, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 959, folio 325, as to covenants, conditions and restrictions on the lots of ground as shown on Plat 1, Primrose Acres.

2. Agreement between Francis P. Asher, Jr. and wife and Consolidated Gas, Electric Light and Power Company of Baltimore, dated April 22, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 833, folio 165, granting to the latter the right to construct, operate and maintain a pole line including the necessary appurtenances, etc.

3. Agreement by and between Chas. H. Steffey, Incorporated, and Consolidated Gas, Electric Light and Power Company of Baltimore, dated April 15, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 932, folio 281, as to poles, wires, etc.

The improvements consist of a one-story frame construction, containing six rooms, one bath with hot-water heat, gas fired.

Taxes, Anne Arundel County sanitary charges and other muni-

cipal liens and charges to be adjusted as of the date of sale.

A deposit of \$500.00 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

JOHN J. NEUBAUER and ROBERT J. NEUBAUER
Trustees

Keyser Building
Baltimore 2, Maryland
LE 9-3212

E. T. NEWELL & CO., INC.
122 W. North Avenue
Baltimore City, Maryland
Auctioneers

121459

OFFICE OF

LIBER 108 PAGE 568
Evening Capital

Published by

CAPITAL-GAZETTE PRESS, INC.

CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

J-20 CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1958

We hereby certify, that the annexed

Trustees' Sale

William David Mason

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 24th

day of January, 1958. The first

insertion being made the 30th day of

December, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 20 Mar., 1958, at 10:15 a.m.

Evening Capital

LIBER 108 PAGE 569

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 8, 1958

We hereby certify, that the annexed _____

Order Nisi Eq. 12, 450

Auditor account

William David Mason

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 21st

day of April, 1958. The first

insertion being made the 18th day of

March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 APR -9 AM 11:31

H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,450 Equity

METROPOLITAN LIFE INSURANCE COMPANY versus

WILLIAM DAVID MASON and SARA K. MASON, his wife

Ordered, this 17th day of March, 1958. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21st day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of April next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk A-1

No. E.C. 1724

18

In the matter of the	:	No. 12,298 Equity
mortgaged real estate of	:	IN THE
Marvin D. Horseman	:	CIRCUIT COURT
and	:	FOR
Mildred K. Horseman, his wife	:	ANNE ARUNDEL COUNTY

MORTGAGE FORECLOSURE

Mr. Clerk:

Please ~~record the assignment and~~ docket the above entitled case and file the original mortgage herewith.


 Wm. W. Townshend, Jr.
 Attorney named in Mortgage
 Towns-Worth Bldg., South St.
 Annapolis, Maryland

FILED

1957 AUG 27 PM 3:18

1265

No. 1219
1ae Murray

L 1219
No. 12, 298 Equity

PURCHASE MONEY
This Mortgage, made this 4th day of September

in the year one thousand nine hundred and fifty-two, between Marvin D. Horseman and Mildred K. Horseman, his wife, of Anne Arundel County, in the

State of Maryland, hereinafter called Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagors the sum of

SEVEN THOUSAND SEVEN HUNDRED DOLLARS- - - - - (\$7,700.00)

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 SEVENTY- - - - - (\$70.00) 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 Fourth 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 WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Mortgagors do grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot of ground situate and lying in the Third Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a point on the southeast side of a 20 foot right of way heretofore laid out, in the South 28 degree 28 minutes West, 501.80 feet line of the whole tract of which the land hereby described is a part, the said point of beginning being South 28 degrees 28 minutes West, 200.0 feet from the beginning of the said line, and running thence with the said line and with the southeast side of the said 20 foot right of way, South 28 degrees 28 minutes West, 200.0 feet; thence leaving the said line and running across the said right of way and across the said whole tract, North 61 degrees, 32 minutes West, 435.37 feet to a point in the North 27 degree 48 minutes East, 431.60 feet line of the said tract; thence running with the last mentioned line, North 27 degrees 48 minutes East, 200.01 feet; thence leaving the said line and running South 61 degrees 32 minutes East, 437.70 feet to the place of beginning. Containing 2.01 acres of land, more or less.

BEING the same property conveyed to the within-named Mortgagors from Charles W. Collison and Hilda M. Collison, his wife, by deed dated September 4, 1952 and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

1445 SW
Chas W. Collison has
1445 972.06 5276

FILED

1957 AUG 27 PM 3:19

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 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 the improvements in as good order and repair as at the present time.

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

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

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

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

Third, the balance, if any, to the said Mortgagor S, his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor S or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor S covenant to warrant specially said lot of ground and to execute such other assurances thereof as may be requisite.

Witness the hand and seal of the said Mortgagors.

WITNESS:

Norwood A. Wieneke
Norwood A. Wieneke

Marvin D. Horseman (SEAL)
Marvin D. Horseman
Mildred K. Horseman (SEAL)
Mildred K. Horseman
_____(SEAL)

State of Maryland, Anne Arundel County, to wit:

LIBER 705 PAGE 395

I HEREBY CERTIFY, that on this 4th day of September, in the year one thousand, nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Marvin D. Horseman and Mildred K. Horseman, 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



Recorded-5th-Sept-1952-at-1:30-P.M.

W. W. TOWNSHEND
 Attorney
 Towns-Worth Bldg.
 Annapolis, Md.

MORTGAGE

FROM

MARVIN D. HORSEMAN AND

MILDRED K. HORSEMAN, HIS WIFE

TO

UNITED FEDERAL SAVINGS AND LOAN
 ASSOCIATION OF GLEN BURNIE,
 MARYLAND

Received for record *Sept 5*
 19 *52* at *1:30* o'clock *P.* M.

Same day recorded in Liber *705*
 No. *705* folio *392* &c. one of

the Land Records of ~~Baltimore~~
at and examined per
John W. Daphne Clerk.

Cost of Record \$

[Handwritten signature]

IN THE MATTER OF THE MORTGAGED : NO. 12,298 Equity
 REAL ESTATE OF MARVIN D. HORSEMAN : IN THE
 AND MILDRED K. HORSEMAN, his wife : CIRCUIT COURT
 : FOR
 : ANNE ARUNDEL COUNTY

Petition to Amend Foreclosure Proceedings

TO THE HONORABLE, THE JUDGES OF SAID COURT:

William W. Townshend, Jr., Attorney named in mortgage, filed in these proceedings, respectfully states:

1. That on August 27, 1957, the above entitled proceedings were instituted by your petitioner as attorney named in the mortgage.
2. That in the original mortgage transaction on September 4, 1952, Marvin D. Horseman and Mildred K. Horseman, his wife, mortgaged to United Federal Savings and Loan Association of Glen Burnie certain property, of approximately 2.01 acres more or less in the Third Election District of Anne Arundel County, Maryland, which property is more particularly described in the mortgage filed herein, said mortgage being recorded among the Land Records of Anne Arundel County in Liber J. H. H. NO. 705, Folio 392.
3. That subsequently, on September 27, 1954, Marvin D. Horseman and Mildred K. Horseman, his wife, conveyed the mortgaged property by deed to Ralph MacMurray, Jr. and Willette MacMurray, his wife, subject to the aforesaid mortgage to the United Federal Savings and Loan Association of Glen Burnie, said deed being recorded in Liber J. H. H. NO. 870, Folio 319.
4. That subsequent to the recording of the aforesaid deed from Marvin D. Horseman and his wife to Ralph MacMurray, Jr. and his wife, the United States of America filed a lien against Ralph MacMurray, Jr. and Willette MacMurray, his wife, by recording the same in the office of the Clerk of this Honorable Court; and that this lien now affects the title to the premises mortgaged by Marvin D. Horseman and Mildred K. Horseman, his wife, to the United Federal Savings and Loan Association of Glen Burnie and places a cloud on the title thereof.

FILED
1957 OCT -9 AM 10:57

5. That the various liens filed by the United States of America against Ralph MacMurray, Jr. and Willette MacMurray, his wife, are recorded in the Office of the Clerk of this Honorable Court, as follows:

<u>Name and Address of Defendants</u>	<u>Nature of Lien</u>	<u>Collectors No.</u>	<u>Date Filed</u>	<u>Amount</u>
Ralph & Willette MacMurray	Income - 1955	45221	8/31/56 2:14 p.m.	\$2,751.37

6. That the effect and priority of these several liens are unknown to your petitioner, but all of the liens of record against Ralph MacMurray, Jr. and Willette MacMurray, his wife, in favor of the United States of America of which your petitioner has been informed are herein recited.

7. That the United States Code, Title 28, Section 2410, provided in effect:

a. That the United States of America must be made a Party Defendant in order to remove from said property the cloud on the title thereof caused by the lien referred to;

b. That the Complaint must set forth with particularity the matter of the interest or lien of the United States;

c. That a copy of the Complaint must be served upon the United States Attorney for the District of Maryland;

d. That at least two (2) copies of the process and complaint must be sent by Registered Mail to the Attorney General of the United States at Washington, District of Columbia;

e. That the United States of America shall have sixty (60) days after such service to plead thereto all as will more fully appear by reference to a copy of said law, attached hereto, marked Petitioner's Exhibit Number 1, and prayed to be taken as a part hereof.

TO THE END THEREFORE:

a. That the United States of America may be made a Party Defendant this proceeding.

b. May it please your Honor to grant unto your Petitioner a writ of Subpoena to which is attached a copy of this Petition and a copy of all other

United States Code Annotated. Title 28

Paragraph 2410--Actions affecting property on which United States has lien.

(a) Under the conditions prescribed in this section and section 1444 of this title for the protection of the United States, the United States may be named a party in any civil action or suit in any district Court, including the District Court for the Territory of Alaska, or in any State Court having jurisdiction of the Subject matter, to quiet title to or for the foreclosure of a mortgage or other lien upon real or personal property on which the United States has or claims a mortgage or other lien.

(b) The Complainant shall set forth with particularity the nature of the interest or lien of the United States. In actions in the State Courts, service upon the United States shall be made by serving the process of the court with a copy of the complaint upon the United States Attorney for the district in which the action is brought or upon an assistant United States Attorney or official employee designated by the United States Attorney in writing filed with the clerk of the Court in which the action is brought and by sending copies of the process and complaint, by registered mail, to the Attorney General of the United States at Washington, District of Columbia. In such actions the United States may appear and answer, plead or demur within sixty days after such service or such further times as the court may allow.

(c) A judicial sale in such action or suit shall have the same effect respecting the discharge of the property from lien and encumbrances held by the United States as may be provided with respect to such matters by the local law of the place where the property is situated. A sale to satisfy a lien inferior to one of the United States, shall be made subject to and without disturbing the lien of the United States unless the United States consents that the property may be sold free of its lien and the proceeds divided as the parties may be entitled. Where a sale of real estate is made to satisfy a lien prior to that of the United States, the United States shall have one year from the date of sale within which to redeem. In any case where the debt owing the United States is due, the United States may ask, by way of affirmative relief, for the foreclosure of its own lien and when the property is sold to satisfy a first lien held by the United States, the United States may bid at the sale such sum not exceeding the amount of its claim with expenses of sale, as may be directed by the head of the department or agency of the United States which has charge of the administration of the laws in respect of which the claim of the United States arises.

(d) Whenever any person has a lien upon any real or personal property, duly recorded in the jurisdiction in which the property is located, and a junior lien other than a tax lien, in favor of the United States attached to such property, such person may make a written request to the officer charged with the administration of the laws in respect of which the lien of the United States arises, to have the same extinguished. If after appropriate investigation, it appears to such officer that the proceeds, from the sale of the property would be insufficient to wholly or partly satisfy the lien of the United States, or that the claim of the United States has been satisfied or by lapse of time or otherwise has become unenforceable, such officer shall so report to the Comptroller General who may issue a certificate releasing the property from such lien.

FILED

Exhibit #1

1957 OCT -9 AM 11:16

IN THE MATTER OF THE MORTGAGED : NO. 12,298 Equity
 REAL ESTATE OF MARVIN D. HORSEMAN : IN THE
 AND MIDLRED K. HORSEMAN, his wife : CIRCUIT COURT
 : FOR
 : ANNE ARUNDEL COUNTY

ORDER

Upon the foregoing Petition, Exhibit and Affidavit it is this 9th day of ~~October~~, 1957, by the Circuit Court for Anne Arundel County in Equity, ORDERED that the United States of America be and her by is, made a Party Defendant in this proceeding.

And it is further ORDERED that a copy of the foregoing Petition and this Order and all other papers and exhibits filed in this cause, as well as a copy of the docket entries herein be served upon Leon H. A. Pierson, United States Attorney for the District of Maryland and that the United States of America be and appear and it is hereby required to answer the premises and abide by and perform such decree as may be passed herein within sixty (60) days after the date of such service.

And it is further ORDERED that the Clerk of this Court be and he is hereby directed to send by Registered Mail, return receipt requested to the Attorney General of the United States, Washington, District of Columbia two (2) copies of the foregoing Petition and this Order and two (2) copies of all other papers and exhibits heretofore filed in this cause, as well as two (2) copies of the docket entries herein.

Benjamin Nicholson
 Judge

FILED

1957 OCT -9 PM 3:26

No. 45221

UNITED STATES

Ralph & Willett MacMurray
Severna Park, Md.

No. 12, 298 Equity

NOTICE OF TAX LIEN

Filed this _____ day of _____, 19____, at _____ m.

Clerk (or Registrar).

REC'D FOR RECORDING
LARI RECORDS OF
ANNIE ANNAN DEL COUNTY

956 AUG 31 PM 2:14

& RECORDED IN LIBER 61C

NO. _____ FOLIO _____
GEO. I. GROMWELL, CLERK

100

INTERNAL REVENUE CODE OF 1954

SEC. 6321. LIEN FOR TAXES.

If any person liable to pay any tax neglects or refuses to pay the same after demand, the amount (including any interest, additional amount, addition to tax, or assessable penalty, together with any costs that may accrue in addition thereto) shall be a lien in favor of the United States upon all property and rights to property, whether real or personal, belonging to such person.

SEC. 6322. PERIOD OF LIEN.

Unless another date is specifically fixed by law, the lien imposed by section 6321 shall arise at the time the assessment is made and shall continue until the liability for the amount so assessed is satisfied or becomes unenforceable by reason of lapse of time.

SEC. 6323. VALIDITY AGAINST MORTGAGEES, PLEDGEEES, PURCHASERS, AND JUDGMENT CREDITORS.

(a) INVALIDITY OF LIEN WITHOUT NOTICE.-- Except as otherwise provided in subsection (c), the lien imposed by section 6321 shall not be valid as against any mortgagee, pledgee, purchaser, or judgment creditor until notice thereof has been filed by the Secretary or his delegate--

(1) Under State or Territorial Laws.--In the office designated by the law of the State or Territory in which the property subject to the lien is situated, whenever the State or Territory has by law designated an office within the State or Territory for the filing of such notice; or

(2) With Clerk of District Court.--In the office of the clerk of the United States district court for the judicial district in which the property subject to the lien is situated, whenever the State or Territory has not by law designated an office within the State or Territory for the filing of such notice; or

(3) With Clerk of District Court for District of Columbia.--In the office of the clerk of the United States District Court for the District of Columbia, if the property subject to the lien is situated in the District of Columbia.

(b) FORM OF NOTICE.--If the notice filed pursuant to subsection (a)(1) is in such form as would be valid if filed with the clerk of the United States district court pursuant to subsection (a)(2), such notice shall be valid notwithstanding any law of the State or Territory regarding the form or content of a notice of lien.

(c) EXCEPTION IN CASE OF SECURITIES.--

(1) Exception.--Even though notice of a lien

provided in section 6321 has been filed in the manner prescribed in subsection (a) of this section, the lien shall not be valid with respect to a security, as defined in paragraph (2) of this subsection, as against any mortgagee, pledgee, or purchaser of such security, for an adequate and full consideration in money or money's worth, if at the time of such mortgage, pledge, or purchase such mortgagee, pledgee, or purchaser is without notice or knowledge of the existence of such lien.

(2) Definition of Security.--As used in this subsection, the term "security" means any bond, debenture, note, or certificate or other evidence of indebtedness, issued by any corporation (including one issued by a government or political subdivision thereof), with interest coupons or in registered form, share of stock, voting trust certificate, or any certificate of interest or participation in, certificate of deposit or receipt for, temporary or interim certificate for, or warrant or right to subscribe to or purchase, any of the foregoing; negotiable instrument; or money.

(d) DISCLOSURE OF AMOUNT OF OUTSTANDING LIEN.--If a notice of lien has been filed under subsection (a), the Secretary or his delegate is authorized to provide by rules or regulations the extent to which, and the conditions under which, information as to the amount of the outstanding obligation secured by the lien may be disclosed.

SEC. 6325. RELEASE OF LIEN OR PARTIAL DISCHARGE OF PROPERTY.

(a) RELEASE OF LIEN.--Subject to such rules or regulations as the Secretary or his delegate may prescribe, the Secretary or his delegate may issue a certificate of release of any lien imposed with respect to any internal revenue tax if--

(1) Liability Satisfied or Unenforceable.--The Secretary or his delegate finds that the liability for the amount assessed, together with all interest in respect thereof, has been fully satisfied, has become legally unenforceable, or, in the case of the estate tax imposed by chapter 11 or the gift tax imposed by chapter 12, has been fully satisfied or provided for; or

(2) Bond Accepted.--There is furnished to the Secretary or his delegate and accepted by him a bond that is conditioned upon the payment of the amount assessed, together with all interest in respect thereof, within the time prescribed by law (including any extension of such time), and that is in accordance with such requirements relating to terms, conditions, and form of the bond and sureties thereon, as may be specified by such rules or regulations.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing is a true photostatic copy of Federal Tax Lien recorded in the office of the Clerk of the Circuit Court for Anne Arundel County on August 31, 1956, at 2:14 P. M.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 11th. day of October, 1957.



George T. Cromwell, Clerk.

George T. Cromwell, Clerk

IN THE MATTER OF THE :
MORTGAGE REAL ESTATE OF :
MARVIN D. HORSEMAN, and :
MILDRED K. HORSEMAN, his :
wife :
AND :
UNITED STATES OF AMERICA :

IN THE :
CIRCUIT COURT :
FOR :
ANNE ARUNDEL COUNTY :
No. 12,298 Equity :

::*:*:*:*:*:*:*:*:*

POSTAL RECEIPT

<p>INSTRUCTIONS TO DELIVERING EMPLOYEE</p> <p><input type="checkbox"/> DELIVER ONLY TO ADDRESSEE (20¢ additional)</p> <p><input type="checkbox"/> SHOW ADDRESS WHERE DELIVERED IN ITEM 4 BELOW (31¢ additional)</p>	
<p>RECEIPT</p> <p>Received from the Postmaster the Registered, Certified, or Insured Article, the number of which appears on the face of this return receipt.</p>	
<p>1. SIGNATURE OR NAME OF ADDRESSEE</p> <p>X <i>[Handwritten Signature]</i></p>	
<p>2. SIGNATURE OF ADDRESSEE'S AGENT (Agent should enter addressee's name in item 1 above)</p> <p><i>[Handwritten Signature]</i></p>	
<p>3. DELIVERY DATE</p> <p><i>[Handwritten Date]</i> 1957</p>	

616-71848-3 GPO

FILED

1957 OCT 17 AM 10:02

14

IN THE MATTER OF THE MORTGAGED : IN THE
REAL ESTATE OF MARVIN D. HORSEMAN : CIRCUIT COURT
AND MILDRED K. HORSEMAN, his wife : FOR ANNE ARUNDEL COUNTY
: No. 12,298 EQUITY
:
...oOo...

ANSWER TO PETITION TO AMEND FORECLOSURE PROCEEDINGS

The United States of America, by Leon H. A. Pierson, United States Attorney, and William J. Evans, Assistant United States Attorney, in and for the District of Maryland, answering the petition to amend foreclosure proceedings, says:

1. That it has no knowledge of the facts alleged in Paragraphs 1, 2, 3 and 6 of the petition and neither admits nor denies the same.
2. That it admits the allegations contained in Paragraph 4 of the petition.
3. That it admits the allegations contained in Paragraph 5 of the petition, but avers that the tax lien mentioned therein in the amount of \$2,751.37 was liquidated on July 23, 1957. It avers further, however, that on October 3, 1957, an additional Federal tax lien was recorded with the Clerk of the Circuit Court for Anne Arundel County in the amount of \$1,309.99. Attached hereto is pertinent Certificate of Assessments and Payments which is prayed to be taken as a part hereof.
4. That it admits the provisions of Title 28, United States Code, Section 2410, as set forth in Paragraph 7 of the petition.
5. And further answering the petition, it denies that said mortgage is superior to said tax lien unless this Honorable Court finds that said mortgage is a valid instrument executed and

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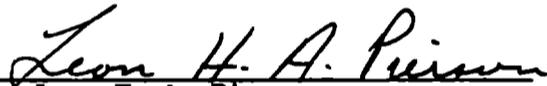
1957 DEC 18 AM 10:08

LIBER 108 PAGE 585

recorded in compliance with Maryland law prior to the time of filing of the Notice of Federal Tax Lien under the Internal Revenue laws, and it hereby asserts priority for its tax lien over all other lienors and creditors of Ralph MacMurray and Willett MacMurray, his wife, in and to any surplus arising from the judicial sale of the premises covered by the mortgage being foreclosed in these proceedings after the mortgage debt has been satisfied in the event that it is given priority by this Honorable Court.

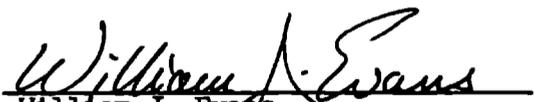
WHEREFORE, having fully answered the petition, the United States of America avers that it has no objection to the foreclosure and prays that this Honorable Court give proper priority to the tax lien in accordance with the law.

AND AS IN DUTY BOUND, ETC.


Leon H. A. Pierson
United States Attorney


William J. Evans
Assistant United States Attorney

I HEREBY CERTIFY THAT a copy of the foregoing Answer of the United States of America was mailed this 17th day of December, 1957, to William W. Townshend, Jr., Esquire, attorney named in mortgage, South Street, Annapolis, Maryland.


William J. Evans
Assistant United States Attorney

CERTIFICATE OF ASSESSMENTS AND PAYMENTS
(See instructions on reverse side)

OFFICE OF DISTRICT DIRECTOR OF INTERNAL REVENUE Baltimore 2, Maryland	IN RE: (NAME OF TAXPAYER) Ralph & Willette MacMurray
	ADDRESS Severna Park, Maryland
TO: Special Procedure Section - Morton Bldg. Baltimore 1, Maryland	ATTENTION: (Symbols and date of letter) CLS 11/5/57

The following is a transcript of the records of this office covering the accounts of the taxpayer named above in respect to (character of tax) **INCOME TAX**
For the (period covered)

1. TAXABLE PERIOD	2. LIST AND YEAR	3. ACCT. NO. OR PAGE AND LINE	4. AMOUNT ASSESSED		1955 & 1956		7. PAID AB. CR.	8. ADJUSTMENT OF OVERASSESSMENTS
					PAID, ABATED, OR CREDITED			
					5. DATE OR SCHED. NO.	6. AMOUNT		
1955	Jun '56	BP 1501116 Interest	2,724	32 27 05	12/13/56	500 00	PD	Int. to 6/15/56 12/10/56 1/30/57 3/1/57 4/11/57 5/23/57 7/23/57 23C 6/8/56 1st Notice 6/15/56 Warrant for distraint 8/10/56 Lien filed 8/31/56
		Lien Fee	1	75	2/8/57	500 00	PD	
		Accrued Int	95	37	3/5/57	1,000 00	PD	
					4/13/57	250 00	PD	
					5/27/57	9 41	PD	
					7/25/57	589 08	PD	
1956	May '57	BP 1500477	1,509	99	8/30/57	200 00 1,309 99	PD OUTSTANDING BALANCE	8/27/57 23C 5/23/57 1st Notice 5/24/57 Warrant for distraint 6/21/57

I certify that the foregoing transcript of the accounts of the taxpayer named above in respect to the taxes specified, is true and complete for the period stated, and that all assessments and payments of tax, penalty and interest, and all abatements, credits, and refunds relating thereto as disclosed by the records of this office are shown therein.

DATE OF CERTIFICATE November 6, 1957	1214:rn	DISTRICT DIRECTOR OF INTERNAL REVENUE 1957 DEC 18 AM 10:08	C. J. Fox
-----------------------------------------	---------	---------------------------------------------------------------	-----------

William W. Townshend, Jr., Atty.
Towns-Worth Bldg., South St.
Annapolis, Maryland

LIBER 108 PAGE 587

No. 12,298 Equity

A T T O R N E Y ' S S A L E

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Marvin D. Horseman and Mildred K. Horseman, his wife, dated September 4, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 705, Folio 392 (said mortgage assumed by Ralph MacMurray, Jr., and Willette MacMurray, his wife, by deed recorded in Liber J.H.H. 870, Folio 319) default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JANUARY 21, 1958

at 11:00 o'clock A.M.

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

Beginning for the same at a point on the southeast side of a 20 ft. right of way heretofore laid out, in the South 28° 28' West, 501.80 ft. line of the whole tract of which the land hereby described is a part, the said point of beginning being South 28° 28' West, 200 ft. from the beginning of the said line, and running thence with the said line and with the southeast side of the said 20 ft. right of way, South 28° 28' West, 200 ft.; thence leaving the said line and running across the said right of way and across the said whole tract, North 61° 32' West, 435.37 ft. to a point in the North 27° 48' East, 431.60 ft. line of the said tract; thence running with the last mentioned line, North 27° 48' East, 200.01 ft.; thence leaving the said line and running South 61° 32' East, 437.70 ft. to the place of beginning. Containing 2.01 acres of land, more or less.

Being the same property conveyed unto Marvin D. Horseman and Mildred K. Horseman, his wife, by Charles W. Collison and Hilda M. Collison, his wife, by deed dated September 4, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. 705, Folio 390.

The above property is improved by a dwelling with modern conveniences.

SPECIAL NOTICE: Pursuant to the provisions of Section 2410 of Title 28 of the United States Code and under an Order of the Circuit Court for Anne Arundel County dated October 9, 1957, entered in the case of "In the Matter of the Mortgaged Real Estate of Marvin D. Horseman and Mildred K. Horseman, his wife", being Equity No. 12,298, the United States of America has been made a party defendant in said proceedings and under the provisions of the aforesaid Section 2410 of Title 28 of the United States Code, the said United States of America has the right of redemption as more specifically set forth in the aforementioned statute.

FILED

1957 DEC 19 AM 10:56

18

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., Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.

Robert H. Campbell, Auctioneer

Maryland Gazette

December 26, 1957
January 2, 9 and 16, 1958

In the Matter of the
Mortgaged Real Estate
of Marvin D. Horseman and
Mildred K. Horseman, his wife, and
Ralph MacMurray, Jr., and
Willette MacMurray, his wife

No. 12298 Equity
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of 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 information, knowledge and belief

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

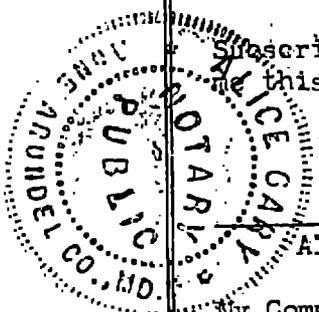
(2) said Defendants are not in the military service of any nation allied with the United States,

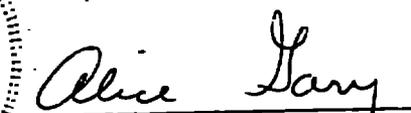
(3) said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

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


William W. Townshend, Jr.
Attorney named in Mortgage

Subscribed and sworn to before
me this 17th day of January, 1958.




Alice Gary, Notary Public

My Commission expires 5/4/59.

FILED
1958 JAN 20 AM 11:40

In the matter of the mortgaged : No. 12,298 Equity
 real estate of Marvin D. Horseman : In the Circuit Court for
 and Mildred K. Horseman, his wife : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Marvin D. Horseman and Mildred K. Horseman, his wife, dated September 4, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.L.H. 705, Folio 392 -----			\$7,700.00
Total amount paid on principal	\$1,686.90		
Credit Expense Account	12.44		
	<u>\$1,699.34</u>	1,699.34	
			<u>\$6,000.66</u>
Interest to December 31, 1957	\$ 270.63		
Interest 1/1/58 to 1/21/58	20.04		
	<u>\$ 290.67</u>	290.67	
			<u>\$6,291.33</u>

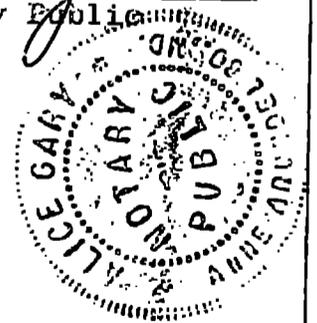
William W. Townshend, Jr.
 William W. Townshend, Jr.,
 Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of January, 1958, before the subscriber, a Notary Public of the State and 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
 Alice Gary, Notary Public



FILED

1958 JAN 20 AM 11:40

New Amsterdam Casualty Company

A STOCK COMPANY

LIBER 108 PAGE 591

60 JOHN STREET
NEW YORK

LIBER 9 PAGE 213

No. 12, 298 Equity

-- BOND 241840 --

KNOW ALL MEN BY THESE PRESENTS:

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 SEVEN THOUSAND, SEVEN HUNDRED AND 00/100 (\$7,700.00) 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 17th day of January, 1958.

WHEREAS; by virtue of a power of sale contained in a Mortgage from Marvin D. Horseman and Mildred K. Horseman, his wife (said mortgage assumed by Ralph MacMurray, Jr., and Willette MacMurray, his wife) to United Federal Savings and Loan Association, bearing date on or about the 4th of September, 1952, 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 occurred 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 20th
day of January, 1958
George T. Cromwell, Clerk*

FILED

1958 JAN 20 AM 11:40

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 Marvin D. Horseman and Mildred K. Horseman, his wife, dated September 4, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 705, Folio 392 (said mortgage assumed by Ralph MacMurray, Jr., and Willette MacMurray, his wife, by deed recorded in Liber J.H.H. 870, Folio 319) default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JANUARY 21st, 1958

at 11:00 o'clock A.M.

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

Beginning for the same at a point on the southeast side of a 20 ft. right of way heretofore laid out, in the South 28° 28' West, 501.80 ft. line of the whole tract of which the land hereby described is a part, the said point of beginning being South 28° 28' West, 200 ft. from the beginning of the said line, and running thence with the said line and with the southeast side of the said 20 ft. right of way, South 28° 28' West, 200 ft.; thence leaving the said line and running across the said right of way and across the said whole tract, North 61° 32' West, 435.37 ft. to a point in the North 27° 48' East, 431.60 ft. line of the said tract; thence running with the last mentioned line, North 27° 48' East, 200.01 ft.; thence leaving the said line and running South 61° 32' East, 437.70 ft. to the place of beginning. Containing 2.01 acres of land, more or less.

Being the same property conveyed unto Marvin D. Horseman and Mildred K. Horseman, his wife, by Charles W. Collison and Hilda M. Collison, his wife, by deed dated September 4, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. 705, Folio 390.

The above property is improved by a dwelling with modern conveniences.

SPECIAL NOTICE: Pursuant to the provisions of Section 2410 of Title 28 of the United States Code and under an Order of the Circuit Court for Anne Arundel County dated October 9, 1957, entered in the case of "In the Matter of the Mortgaged Real Estate of Marvin D. Horseman and Mildred K. Horseman, his wife", being Equity No. 12,298, the United States of America has been made a party defendant in said proceedings and under the provisions of the aforesaid Section 2410 of Title 28 of the United States Code, the said United States of America has the right of redemption as more specifically set forth in the aforementioned statute.

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.,
Attorney

Towns-Worth Bldg., South St.
Annapolis, Md.

FILED

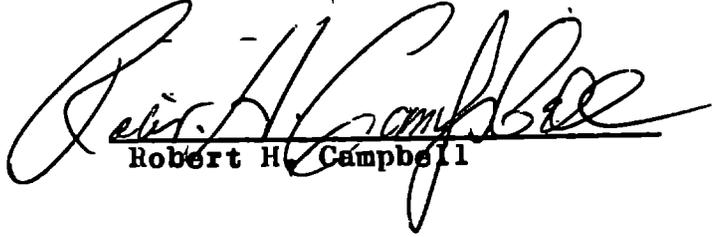
1958 JAN 22 PM 2:52

Tuesday
January 21, 1958
Annapolis, Md.

LIBER 108 PAGE 593

I hereby certify that I have this 21st day of January, 1958, sold the property of William W. Townshend, Jr., Attorney, containing 2.01 acres of land, more or less, Third Election District of Anne Arundel County, State of Maryland, unto United Federal Savings and Loan Association of Glen Burnie at and for the sum of Sixty-two Hundred Ninety^{one} and 33/100 --(\$6,291.33)

being then and there the highest bidder(s) therefor.


Robert H. Campbell

Tuesday
January 21, 1958
Annapolis, Md.

I/We hereby certify that I/we have this 21st day of January, 1958, purchased from William W. Townshend, Jr., Attorney the property containing 2.01 acres of land, more or less, Third Election District of Anne Arundel County, Maryland, at and for the sum of

Sixty-two Hundred Ninety^{one} and 33/100 -----(\$6,291.33)

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

1958 JAN 22 PM 2:52

In the matter of the mortgaged : No. 12,298 Equity
 real estate of Marvin D. Horseman : In the Circuit Court for
 and Mildred K. Horseman, 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 Marvin D. Horseman and Mildred K. Horseman, his wife, dated September 4, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 705, Folio 392 (said mortgage assumed by Ralph MacMurray, Jr., and Willette MacMurray, his wife, by deed recorded in Liber J.H.H. 870, Folio 319), 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, 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, January 21, 1958, at 11 o'clock A.M., and then and there sold the said property unto United Federal Savings and Loan Association of Glen Burnie at and for the sum of Sixty Two Hundred Ninety-one Dollars and Thirty-three Cents (\$6,291.33), being at that figure the highest bidder therefor, said property described as follows:

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

FILED

1958 JAN 22 PM 2:53

Beginning for the same at a point on the southeast side of a 20 ft. right of way heretofore laid out in the South 28° 28' West, 501.80 ft. line of the whole tract of which the land hereby described is a part, the said point of beginning being South 28° 28' West, 200 ft. from the beginning of the said line, and running thence with the said line and with the southeast side of the said 20 ft. right of way, South 28° 28' West, 200 ft.; thence leaving the said line and running across the said right of way and across the said whole tract, North 61° 32' West, 435.37 ft. to a point in the North 27° 48' East, 431.60 ft. line of the said tract; thence running with the last mentioned line, North 27° 48' East, 200.01 ft.; thence leaving the said line and running South 61° 32' East, 437.70 ft. to the place of beginning. Containing 2.01 acres of land, more or less.

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; 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.

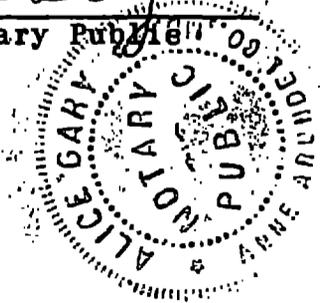
William W. Townshend, Jr.,
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of January, 1958, before the subscriber, a Notary Public of the State and 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

Alice Gary, Notary Public


ORDER NISI

LIBER 108 PAGE 596
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,298 Equity

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

~~XXXXX~~

MARVIN D. HORSEMAN and
MILDRED K. HORSEMAN, his wife

Ordered, this 22 day of January, 19 58, That the sale of the
Property in these proceedings mentioned
made and reported by William W. Townshend, Jr., Attorney named in Mortgage
~~XXXXXX~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3
day of March next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 3
day of March next.

The report states that the amount of sale ~~XXXXX~~ was \$ 6,291.33

FILED 1958 JAN 22 PM 2:53

George T. Cromwell

Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

~~XXXXX~~

MARVIN D. HORSEMAN and
MILDRED K. HORSEMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of March, 1958,
that the sale made and reported by the ~~XXXXX~~ Attorney aforesaid, be and the same is hereby ~~XXXXX~~ 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 ~~XXXXX~~ Attorney allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Benjamin M. ...
Judge

FILED

1958 MAR -7 AM 9:58

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., *March 5*, 19*58*

We hereby certify, that the annexed _____

Order nisi Eq. 12,298
Mortgaged Real Estate

Marvin E. Horseman

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 *March*, 19*58*. The first

insertion being made the *30th* _____ day of

January, 19*58*.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By *H. Tilghman*

1958 MAR -5 PM 12:26

Order Nisi

In the matter of the Mortgaged Real Estate of Marvin D. Horseman and Mildred K. Horseman, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 12,298 Equity

Ordered, this 22 day of January 1958. 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 3 day of March next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1 day of March next.

The report states that the amount of sale was \$6,291.33.

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

No. M. G. *312*

28

In the Case of

LIBER 108 PAGE 598

In the Matter of the

Mortgaged Real Estate

of

vs

Marvin D. Horseman

and

Mildred K. Horseman, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 12,298

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.

[Large section of horizontal dotted lines for text entry]

March 15, 1958

All of which is respectfully submitted.

Laura K. Juhlman
Auditor.

FILED
1958 MAR 18 AM 9:00

Dr. In the Matter of the Mortgaged Real Estate of Marvin D. Horseman in ac.
and Mildred K. Horseman, his wife, et al

To Attorney for Commissions, viz:	218	74		
To Attorney for Fee, viz:	35	00	253	74
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	66	00		
Jos. C. Deegan - Sheriff's costs	3	35		
Auditor - stating this account	13	50	92	85
To Attorney for Expenses, viz:				
Capital-Gazette Press - first advertisement	5	63		
Capital-Gazette Press - second advertisement	70	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	13	70		
New Amsterdam Casualty Co. - bond premium	30	80		
Robert H. Campbell - auctioneer's fee	45	00		
Clerk of Court - certified copies	30	50		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Alice Gary - notary fees	2	50	219	28
To Attorney for Taxes, viz:				
1958 State and County taxes (\$87.93) - 21 days	5	04	5	04
To United Federal Savings and Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	5,720	42	5,720	42
			6,291	33
Amount of mortgage claim filed	6,291	33		
Cr. Amount allowed above	5,720	42		
Balance subject to decree in personam	570	91		

with

William W. Townshend, Jr., Attorney named in Mortgage Cr.

1958

Jan. 21

Proceeds of Sale

6,291 33

6,291 33

6,291 33

5

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

1958 MAR 18 AM 9:00

FILED

In the Matter of the Mortgaged
Real Estate of
~~MRS. D. H.~~
Marvin D. Horseman
and
Mildred K. Horseman, his wife,
et al

No. 12,298 Equity.

ORDERED, This 18 day of March, 1958, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21
day of April next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
21 day of April next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22 day of April, 1958, 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~~ ^{same} apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

FILED

1958 APR 22 PM 12:20

George T. Cromwell, Clerk
Joan

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. 12,288 Equity

In the Matter of the Mortgaged Real Estate of MARVIN D. HORSEMAN and MILDRED K. HORSEMAN, his wife, et al

Ordered, this 18th day of March, 1958, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21st day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of April next.

GEORGE T. CROMWELL, Clerk True Copy, TEST: GEORGE T. CROMWELL, Clerk A-3

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 9, 1958

We hereby certify, that the annexed

Order nisi - C.g. 12,288
Auditor account.

Marvin D. Horseman.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 21st

day of April, 1958. The first

insertion being made the 20th day of

March, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By

H. Tilghman

No. M. G. 1434

1958 APR -9 AM 11:48

Attorney's Sale

OF VALUABLE
IMPROVED REAL
ESTATE

Under and by virtue of a power of sale contained in a mortgage from Marvin D. Horseman and Mildred K. Horseman, his wife, dated September 4, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H: 705, Folio 392 (said mortgage assumed by Ralph MacMurray, Jr., and Willette MacMurray, his wife, by deed recorded in Liber J. H. H. 870, Folio 319) default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

**Tuesday,
January 21, 1958
at 11:00 o'clock A.M.**

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

Beginning for the same at a point on the southeast side of a 20 ft. right of way heretofore laid out, in the South 28 degrees 28' West, 501.80 ft. line of the whole tract of which the land hereby described is a part, the said point of beginning being South 28 degrees 28' West, 200 ft. from the beginning of the said line, and running thence with the said line and with the southeast side of the said 20 ft. right of way, South 28 degrees 28' West, 200 ft.; thence leaving the said line and running across the said right of way and across the said whole tract, North 61 degrees 32' West, 435.37 ft. to a point in the North 27 degrees 48' East, 431.60 ft. line of the said tract; thence running with the last mentioned line, North 27 degrees 48' East, 200.01 ft.; thence leaving the said line and running South 61 degrees 32' East, 437.70 ft. to the place of beginning. Containing 2.01 acres of land, more or less.

Being the same property conveyed into Marvin D. Horseman and Mildred K. Horseman, his wife, by Charles W. Collison and Hilda M. Collison, his wife, by deed dated September 4, 1952 and recorded among the aforesaid Land Records in Liber J. H. H. 705, Folio 390.

The above property is improved by a dwelling with modern conveniences.

SPECIAL NOTICE: Pursuant to the provisions of Section 2410 of Title 28 of the United States Code and under an Order of the Circuit Court for Anne Arundel County dated October 9, 1957, entered in the case of "In the Matter of the Mortgaged Real Estate of Marvin D. Horseman and Mildred K. Horseman, his wife", being Equity No. 12,298, the United States of America has been made a party defendant in said proceedings and under the provisions of the aforesaid Section 2410 of Title 28 of the United States Code, the said United States of America has the right of redemption as more specifically set forth in the aforementioned statute.

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.,
Attorney
Towns-Worth Bldg., South St.
Annapolis, Md.
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., March 17, 1958

We hereby certify, that the annexed

Attorney's Sale

Marvin D. Horseman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 21st

day of January, 1958. The first

insertion being made the 26th day of

December, 1957

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 20 Mar, 1958, at 10:15 a.m.

